



# महाराष्ट्र शासन राजपत्र

## भाग दोन-संकीर्ण सूचना व जाहिराती

वर्ष ३, अंक ४९]

गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

[पृष्ठे १३४, किंमत : रुपये १५.००

प्राधिकृत प्रकाशन  
संकीर्ण सूचना व जाहिराती

Serial No. M-17250

### MULTI COMMODITY EXCHANGE CLEARING CORPORATION LIMITED

#### Mumbai

The Securities and Exchange Board of India (SEBI), in exercise of its powers under Section 4 of the Securities Contracts (Regulation) Act, 1956, has *vide* its letter No. SEBI/HO/CDMRD/DEA/OW/P/2017/021860/1, dated September 12, 2017, approved the Rules of Multi Commodity Exchange Clearing Corporation Limited (MCXCCL Rules) as proposed by the Multi Commodity Exchange Clearing Corporation (hereinafter referred to as “the Clearing Corporation” or “MCXCCL”) *vide* its letter No. MCXCCL/2017/NA/SEBI-02/001, dated May 25, 2017. The Rules of the Clearing Corporation as approved by SEBI are as under and these Rules shall be effective from such date as the Board of the Clearing Corporation may notify in that behalf after publication of these Rules in the *Official Gazette* of State of Maharashtra.

#### RULES OF THE MULTI COMMODITY EXCHANGE CLEARING CORPORATION LIMITED

In exercise of the powers conferred under Section 9 of the Securities Contracts (Regulation) Act, 1956, the provisions of Securities Contracts (Regulation) Rules 1957 and with the previous approval of the Securities and Exchange Board of India, the Multi Commodity Exchange Clearing Corporation Limited makes the following Rules:-

#### 1. PREAMBLE

1.1 These Rules shall be known as “The Rules of Multi Commodity Exchange Clearing Corporation Limited” and shall herein after be referred to as the “Rules” or the “Rules of the Clearing Corporation.”

1.2 These Rules shall come into force with effect from such date as the Securities and Exchange Board of India (hereinafter referred to as “SEBI”) established under Securities and Exchange Board of India Act, 1992 (hereinafter referred to as “SEBI Act”) or the Board of Multi Commodity Exchange Clearing Corporation Ltd. (hereinafter referred to as “the Clearing Corporation”) may notify in that behalf.

(१)

### 1.3 Other Laws Applicable

These Rules shall be in addition and subject to the provisions of the Securities Contracts (Regulation) Act, 1956 (hereinafter referred to as “the SCRA”) as may be amended from time to time and Rules and Regulations made thereunder and SEBI Act and Rules and Regulations made thereunder and the directives, orders, guidelines, norms, notices and circulars issued by the Government of India and/or SEBI from time to time.

## 2. DEFINITIONS and INTERPRETATION

### 2.1 Definition

2.1.1 “**Applicant**” means and includes any person or entity that submits an application for admission as a Clearing Member to one or more of the Clearing Segments in terms of these Rules, the Bye-laws and the Regulations of the Clearing Corporation.

2.1.2 “**Arbitration**” as a form of alternative dispute resolution (ADR), is a technique for the resolution of disputes outside the courts and the process as codified in these Bye-laws and the Regulations are mandated to be utilised for appropriate and swift resolution of disputes arising between Clearing Members *inter-se* and Clearing Members and their Clients/Constituents.

2.1.3 “**Articles**” means the Articles of Association of Multi Commodity Exchange Clearing Corporation Limited and includes any modification or alteration thereof for the time being in force.

2.1.4 “**Board**” means the Board of Directors of Multi Commodity Exchange Clearing Corporation Ltd.

2.1.5 “**Circular or Notice**” means informational notifications or a binding communication issued from time to time by the Clearing Corporation to its Member(s) and the Market in general and transmitted by fax, e-mail or any other mode and manner which the Clearing Corporation may deem appropriate, including publication through the website and titled “Circular” or “Notice” accordingly.

2.1.6 “**Clearing**” means and includes the process of determining rights and obligations towards settling claims of one Clearing Member against the claims of another through the processes of the Clearing Corporation. The process of clearing is similar to book-keeping, where the Clearing Corporation updates the relevant and respective databases by matching the buyer and seller of the Deal/transaction thereby confirming the obligations of one of the parties and the rights of the other.

2.1.7 “**Clearing Agreement**” means a binding agreement entered into between a Clearing Member and its Constituent to handle and carry out all the Clearing and Settlement functions relating to Securities traded by the said Constituent on the Trading Platform of the said Exchange.

2.1.8 “**Clearing and Settlement Account**” means a bank account maintained by the Clearing Member with one of the designated or approved Clearing Banks and accordingly notified to the Clearing Corporation, from which all fund obligations owed to the Clearing Corporation by a Member or due to a Member by the Clearing Corporation with respect to the Deals of the Member or its Clients or Constituents on the trading floor of the Concerned Exchange, will be made or received.

2.1.9 “**Clearing Bank(s)**” are such bank(s) as the Clearing Corporation may appoint to act as a funds settling agency, for the collection of margin money for all deals cleared through the Clearing Corporation and any other funds movement between Clearing Members and the Clearing Corporation and between Clearing Members *inter-se* as may be directed by the Clearing Corporation from time to time.

2.1.10 “**Clearing Corporation**” means the Multi Commodity Exchange Clearing Corporation Ltd.

2.1.11 **“Clearing Member”** means a Clearing Member as defined under section 2(ae) of SEBI (Stock Brokers and Sub-brokers) Regulations, 1992.

2.1.12 **“Clearing Segments”** means and includes the different categories of Securities, within a Market Segment type, that the Concerned Exchanges make available to their respective Trading Members for Dealing on their Trading Platforms and has been agreed to by the Clearing Corporation for being admitted to its Clearing and Settlement mechanisms in terms of these Bye-Laws and categorized appropriately.

2.1.13 **“Client / Constituent”** means a person, on whose instructions and on whose account the Clearing Member clears and settles deals. For this purpose, the term client shall include all registered constituents of trading members of Concerned Exchange.

*Explanation 1.*—The terms ‘Constituent’ and ‘Client’ are interchangeably used in the Bye-Laws, Rules & Regulations and shall have the same meaning as assigned herein.

*Explanation 2.*—Where the context requires, the term ‘Constituent’ in relation to trades shall also include a Trading Member where such trades including proprietary trades, done on the Concerned Exchange, are cleared and settled on his behalf by the Clearing Member.

2.1.14 **“Close-out or Closing out or Square off”** means the cancellation of an outstanding open position in one direction with an equal and opposite position.

2.1.15 **“Committee”** means a group or body of persons appointed by the Board or the Relevant Authority to undertake tasks or responsibilities specified by the Board or the Relevant Authority or the managing Director as the case may be and/or mandated under these Bye-Laws.

2.1.16 **“Concerned Exchange”** means any Stock Exchange including commodity and/or currency derivatives exchanges duly recognized under SCRA which has entered into an arrangement with the Clearing Corporation for carrying out all operational procedures and regulatory functions in the matter of Clearing and Settlement of the Deals executed on its trading platform between its Trading members so as to complete the fulfilment of the funds pay-in, Securities delivery and the related pay-out obligations concerning such Deals.

2.1.17 **“Contract”** means a contract for or relating to the purchase or sale of Securities.

2.1.18 **“Custodian”** means a Custodian as defined under section 2(d) of Securities and Exchange Board of India (Custodian of Securities) Regulations, 1996.

2.1.19 **“Deal or a Trade”** means an electronic transaction that arises pursuant to a buy order and sell orders placed at identical prices and specific and acceptable quantities by the Trading Members of the Exchange in respect of an approved Security or Contract and matching on the trading platform of an Exchange that gives rise to obligations to the buyer and seller in terms of the Bye-laws, Rules and Regulations of the Concerned Exchange the Bye-laws, these Rules and Regulations of the Clearing Corporation.

2.1.20 **“Declaration of default”** means notification of a clearing member as a defaulter by the relevant authority.

2.1.21 **“Default”** means failure of a Clearing Member to perform a task or fulfill an obligation and has the same meaning as the term “Event of Default” defined in the Bye-Laws.

2.1.22 **“Defaulter”** means a Clearing Member who has been declared to be a Defaulter in accordance with the Bye-Laws and the Rules of the Clearing Corporation.

2.1.23 **“Delivery”** means the tender and receipt of warehouse receipts/ or any other document of title to goods by issue of delivery order in settlement of a contract.

2.1.24 **“Depository”** means a company formed and registered under the Companies Act, 1956 (1 of 1956), and which has been granted a certificate of registration under sub-section (1A) of section 12 of the Securities and Exchange Board of India Act, 1992 (15 of 1992).

2.1.25 **“Event of Default”** means any event that may lead to clearing member being declared defaulter by the relevant authority.

- 2.1.26 **“Exchange”** means a stock exchange which is for the time being recognized by the Central Government/ SEBI under section 4 of SCRA.
- 2.1.27 **“Exchange Member or Trading Member”** means an entity admitted as to the Membership of the Concerned Exchange for trading of Securities or contracts that are permitted to be dealt on the Exchange and shall not mean and include a shareholder of the said Stock Exchange Company unless expressly stated. Membership of the Exchange in this context shall not mean or require or entitle shareholding in the Stock Exchange Company.
- 2.1.28 **“Exchange Rules or Rules of the Exchange”** means the Rules of the Concerned Exchange by whatever name it may be titled which is in force and as may be amended from time to time and include the Bye-Laws and Regulations/ Business Rules of such Exchange.
- 2.1.29 **“Exercise”** means the invocation of a right in an option contract, in accordance with and subject to these Bye-laws, Rules and Regulations of Exchange or Clearing Corporation, by the right holder.
- 2.1.30 **“Margin”** means a deposit or payment of Collateral(s) to establish or maintain a position in a Security and includes among others Initial Margin, Additional Margin, Variation Margin, Tender Period Margin, Special Margin, Delivery Margin, Extreme loss margin or any other type of Margin as may be applicable and determined by Exchange and /or the Clearing Corporation from time to time.
- 2.1.31 **“Membership”** means the state of belonging to or being a part of a group of Members of the Clearing Corporation by virtue of being admitted as a Member in terms of these Rules and the Bye-laws of the Clearing Corporation.
- 2.1.32 **“Net Capital”** means the Net worth of a Member less deduction for assets not easily converted into cash at their full value.
- 2.1.33 **“Net worth”** means the total assets of a Member minus its total outside or the assets owned by a Member minus any debt owed.
- 2.1.34 **“Relevant Authority”** means the Board or such other authority as specified by the Board from time to time as relevant for a specified purpose.
- 2.1.35 **“Regulations”** mean and include all the operational principles, and parameters designed to govern and control the Clearing and Settlement processes and the management and conduct of the Clearing Corporation that are to be followed by management of the Clearing Corporation, all the participants and the Clearing Members.
- 2.1.36 **“Rules”** Unless the context indicates otherwise, Rules’ means the Rules of Clearing Corporation for the time being in force.
- 2.1.37 **“SCRA”** is the abbreviation for Securities Contracts (Regulation) Act, 1956.
- 2.1.38 **“SCRR”** is the abbreviation for Securities Contracts (Regulation) Rules, 1957.
- 2.1.39 **“SEBI”** is the abbreviation for Securities and Exchange Board of India.
- 2.1.40 **“SECC”** is the abbreviation for Securities Contracts (Regulation) (Stock Exchange and Clearing Corporations) Regulations, 2012.
- 2.1.41 **“Securities”** means ‘securities’ as defined under section 2(h) of SCRA.
- 2.1.42 **“Settlement Guarantee Fund”** means a fund established and maintained by the Clearing Corporation in accordance with these Bye-Laws.
- 2.1.43 **“Transactions or Deal or Trading and to Trade”** and such similar expressions for the purposes of these Bye-Laws shall mean Deals as defined in these Bye-Laws and also refer to Securities transactions that are to be Cleared and Settled through the Clearing Corporation.
- 2.1.44 **“Warehouse”** means and includes any place of storage, godown, tank, silos, store house, vault etc. where the commodities are capable of being received and stored.

## 2.2 Interpretation

2.2.1 Unless the contrary intention is provided for:

- (a) a reference to any gender includes the other.
- (b) words in these Rules in the singular include the plural and words in the plural include the singular.
- (c) a reference to a 'time' is reference to a time as in India unless specified otherwise.
- (d) where a reference is made in these Rules to any provisions of SCRA or SCRR or the SEBI Act or any other provisions in Law or statute, it is a reference to the said provision as amended from time to time.
- (e) where a reference is made in these Rules to a statutory provision, it refers to the laws of India.
- (f) a reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted and any reference to any enactment shall include any subordinate legislation made thereunder from time to time.

2.2.2 Headings are for convenience only and shall not affect the interpretation of these Rules.

2.2.3 Subject to these Rules, the decision of the Clearing Corporation shall be final in relation to the interpretation of these Rules against a Clearing Member, any of their affiliated clients (who are Members of the Concerned Exchanges), Clearing Banks, Warehousing entities, Warehouse Service Providers, depositories, vaults or any third party involved in rendering relevant services and the Concerned Exchanges.

2.2.4 In these Rules, reference to knowledge of a Clearing Member shall include reference to the knowledge of a Director, Controller, shareholder, officer, employee or representative or agent of that Clearing Member or entity or agency as the case may be.

2.2.5 The words and terms defined above shall mean the same when used in lower case in these Rules, unless the context indicates otherwise.

2.2.6 Words and expressions used in these Rules but not defined herein shall have the same meaning assigned to them under the relevant Acts and Rules or Regulations made thereunder as the case may be.

2.2.7 These Rules shall be interpreted in a harmonious manner with a view to complying with the requirements of the Relevant Acts and the Bye-laws & Regulations made thereunder, to effectuate the purposes and businesses of the Clearing Corporation and to ensure that all practices in connection with the business of the Clearing Corporation as well as the functions of Clearing and Settlement process of Deals executed on the Concerned Exchanges are conducted in a fair, just, reasonable manner in order to maintain the integrity of the markets, protect the investors trading on the Concerned Exchanges, the Clearing Members of the Clearing Corporation as well as the Concerned Exchange on whose behalf the Clearing and Settlement functions are being carried out.

## 3. APPLICATION OF RULES

3.1 These Rules shall govern the Clearing, Settlement of Deals / Contracts and delivery of the Securities traded on the Concerned Exchange(s) that mandate the Clearing Corporation to extend its Clearing and Settlement infrastructure and facilities for Clearing and Settlement of the Deals / Contracts that are executed on the trading platform of such exchanges.

3.2 These Rules shall also apply to all types of Market Segments of the Concerned Exchange(s) unless the context requires otherwise or unless otherwise specified by the Concerned Exchanges or the Clearing Corporation from time to time.

3.3 These Rules shall also apply to :

- a. all Clearing Members of the Clearing Corporation and their Authorised Users where applicable;
- b. the Clearing Members of the Clearing Corporation inter-se;
- c. the Members of the Concerned Exchange who arrange to get themselves affiliated to the Clearing Members of the Clearing Corporation where such exchange has entered into a binding arrangement with the Clearing Corporation to Clear and Settle the Deals that are executed by such Members on the trading platform of such exchange;
- d. the Concerned Exchanges that enter into a binding arrangement or agreement with the Clearing Corporation for facilitating the Clearing and Settlement functions along with all associated and related functions in relation with the Deals / contracts executed on the trading platform of such exchanges;
- e. such other persons or entities including among others one or more Warehouse Service Providers, warehousing entities, depositories and/ or secured vaults, Clearing Banks, Custodians and such other agencies who render appropriate services of the Clearing Corporation and fulfilment of the settlement of the Deals executed on the trading platform of the Concerned Exchanges by its members; and
- f. any other entity or agency as the Relevant Authority may specify or notify from time to time,

3.4 These Rules shall be subject to the provisions of the Securities Laws.

3.5 Unless specifically exempted, these Rules shall apply to all or any of the Clearing Segments that are operative on or handled by the Clearing Corporation and as may be specified by the Clearing Corporation from time to time.

3.6 Unless otherwise provided under these Rules, a third party has no rights to enforce any provisions of these Rules, Bye-Laws or any Regulations framed thereunder.

#### 4. BOARD AND MANAGEMENT OF THE CLEARING CORPORATION

4.1 Subject to the provisions of the Securities Laws and in accordance with the provisions contained in the Articles and Memorandum of Association of the Multi Commodity Exchange Clearing Corporation Ltd. the Board of Directors shall have:

4.1.1 complete and absolute jurisdiction over all matters of the Clearing Corporation and all Clearing Members and shall have supervisory jurisdiction over any and all subjects and matters referred to any Committee or employee(s) of the Clearing Corporation and may direct and control their actions or proceedings at any stage thereof.

4.1.2 absolute power and right to interpret the Rules, Bye-Laws and Regulations of the Clearing Corporation and to decide all points, questions and disputes relating to the Clearing Corporation matters and relating to the administration, functions, working and affairs of the Clearing Corporation and relating to the conduct of Clearing Members.

4.1.3 Any interpretation made or decision taken by the Board of Directors shall be final and conclusive and binding on the parties concerned without prejudice to the powers of the Board of Directors to review, revise, rescind or clarify the same.

4.2 The Board is empowered to :

4.2.1 organise, maintain, control, manage, regulate and facilitate the operations of the Clearing Segments of the Clearing Corporation in respect of the Securities and Contracts dealt with on the trading platform of the Concerned Exchanges, the Clearing and Settlement processes and mechanisms and the functioning of the Clearing Members

4.2.2 make Rules, for all or any matters relating to the conduct of business of the different Clearing Segments and Sub-Segments if any, of the Clearing Corporation, the business and transactions of Clearing Members, between Clearing Members *inter-se* as well as the business

and where applicable, transactions between Clearing Members and persons who are not Clearing Members from time to time, and

4.2.3 control, define and regulate all such transactions and dealings and to do such acts and things which are necessary for the purposes of the different Clearing Segments of the Clearing Corporation.

4.3 Without prejudice to the generality of the foregoing, the Board is empowered to make Regulations for all or any of the following matters:

- a. conduct of business of the different Clearing segments of the Clearing Corporation;
- b. appointment and dissolution of Committee or Committees for any purpose of the Clearing Corporation;
- c. manner of operations and interfacing with the Concerned Exchanges, Custodians, Depository, Warehouses and Warehouse Service Providers, Clearing bank(s) and such other service providers that the Clearing Corporation may appoint or deal with for the purposes of accomplishing its functions as a Clearing Corporation in relation to the Deals executed by Trading Members on the Trading Platform of the Concerned Exchanges;
- d. determine, different categories of Clearing Members that may be admitted to the Membership of the Clearing Corporation;
- e. norms, procedures, terms and conditions for admission to the membership of the different Clearing Segments of the Clearing Corporation;
- f. conditions, levy for admission or subscription for admission or continuance of Clearing Membership of the different Clearing Segments of the Clearing Corporation;
- g. conduct of Clearing Members with regard to the business of the Clearing Corporation;
- h. prescription, from time to time, of Net Capital requirements or the capital adequacy or Net worth and other norms which shall be required to be maintained by different categories of Clearing Members;
- i. charges payable by Clearing Members for business transacted through the different Clearing segments of the Clearing Corporation;
- j. maintenance of records and books of accounts by Clearing Members as may be specified from time to time;
- k. investigation of the financial condition, business conduct and dealings of the Clearing Members;
- l. prescription from time to time, and administration of penalties, fines and other consequences, including suspension/expulsion of Clearing Members from the different Clearing Segments of the Clearing Corporation or from the Membership of the Clearing Corporation itself for violation of any requirements of the Rules, Bye Laws and Regulations and the prescribed and expected standards of the codes of conduct;
- m. disciplinary action/procedures against any Clearing Member;
- n. penalties for non-compliance with or contravention of the Bye Laws, these Rules and Regulations or of general discipline of the different Clearing Segments of the Clearing Corporation, including expulsion or suspension of the Clearing Members;
- o. declaration of any Clearing Member as a Defaulter or suspension or resignation or expulsion from Clearing Membership and consequences thereof;
- p. norms relating to surrender, resignation or withdrawal from the Membership from one or more of the Clearing Segments or of the Clearing Corporation itself and norms for re-admission of a Member;
- q. norms relating to restrictions that may be required to be placed on the Clearing and Settlement activities of a Clearing member and those relating for withdrawing such restrictions so placed.

r. norms for accreditation of Warehouses and Warehousing Service Providers (also referred to as the WSP) relating to financial status, governance of the WSP, physical facilities and infrastructure at the sites, existence of internal audit and supervision of its activities, insurance cover that is available to the WSP;

s. norms for appointment of Clearing banks including among others the financial condition relating to the safety of funds, branch network and reach, and existence of appropriate infrastructure for swift and smooth transmission of funds;

t. norms and procedures in respect of, and incidental or consequential to, closing out of contracts/deals;

u. norms for Settlement of disputes, complaints, claims arising between Clearing Members inter-se or between Clearing Members and clients arising out of or relating to any transactions in securities including settlement by conciliation or arbitration and norms and procedures thereof including implementation of arbitration awards;

v. such other matters in relation to the Clearing Corporation as may be specified under the provisions of the Articles of Association, Bye Laws or these Rules or as may be necessary or expedient for the organisation, maintenance, control, management, regulation and facilitation of the operations of the Clearing Corporation.

4.4 The Board is empowered to delegate, from time to time, to any Committee(s) or to the Managing Director/ CEO of the Clearing Corporation or to any Senior Executive of the Clearing Corporation or any other person as it may deem fit, such of the powers vested in it and on such terms as it may think fit, to manage all or any of the affairs of the various Clearing Segments of the Clearing Corporation and from time to time, to revoke, withdraw, alter or vary all or any of such powers.

4.5 The Board may, from time to time, constitute one or more Committees comprising of members of the Board or such others as the Board may in its discretion deem fit or necessary and delegate to such committees such powers as the Board may deem fit and the Board may from time to time revoke such delegation.

4.6 The Board shall have the authority to issue directives from time to time to any of the Committees so constituted or any other person or persons to whom any powers have been delegated by the Board. Such directives issued in exercise of this power, which may be in the nature of a policy or may include directives to dispose off a particular matter or an issue, shall be binding on the concerned Committee(s) or such person(s).

4.7 The Board is empowered to vary, amend, repeal or add to Bye Laws and Rules framed by it with prior approval of SEBI, if any.

4.8 The Board is authorised to vary, amend, repeal or add to Regulations framed by it. Such changes shall be intimated to SEBI.

4.9 The Members of the Board and of such Committees as may be appointed to hold such office shall adhere to the Code of Ethics as specified by SEBI.

## 5. COMMITTEE(S)

### 5.1 Constitution

One or more Committee(s) may be appointed by the Board for the purposes of managing the day to day affairs of the different Clearing Segments or Sub-segment(s) of the Clearing Corporation or to advise the Management of the Clearing Corporation on such matters as the Management of the Clearing Corporation may so request. The Board may decide on the constitution, duration and powers of the Committee(s), nomination and vacation of the nominees from the Committee(s) and appointment of office bearers and norms and procedures for the functioning of the Committee(s).



## **5.2 Nomination of Members of the Committees:**

5.2.1 Each Committee so constituted may, unless otherwise specified to the contrary by SEBI, include one or more of the following category of persons:

- a. the Managing Director/CEO and/or one or more of the employees of the Concerned Exchange;
- b. one or more members of the Board of Directors of the Clearing Corporation;
- c. persons of eminence in the field of finance, accounting, law, capital markets, risk management, information technology, telecommunications or other discipline like experts or specialists in specific commodities; and
- d. any other person that the Relevant Authority may deem appropriate.

5.2.2 No Clearing Member of the Clearing Corporation or the Exchange shall be inducted into any of the Committees so constituted, unless specifically approved by SEBI.

5.2.3 A Committee so constituted may constitute amongst its own Members, one or more sub-Committees, subject to the terms and conditions of its own constitution, for such purposes as it may deem fit. The constitution, powers and responsibilities of such sub-committee(s) may be determined by the Committee which constitutes such sub-committee(s).

5.2.4 The Managing Director/CEO may also constitute a Committee or Committees as he or it may deem fit in the manner laid down under Rule 5.

5.2.5 The Board of Directors shall constitute such Committees as shall be prescribed/required by SEBI, from time to time. All such Committees shall function/ operate in such manner to be in accordance with these provisions to the extent that such provisions are not contrary to those specified by SEBI/ Clearing Corporation from time to time.

## **5.3 Tenure Of Members of Committee**

The tenure of the members of a Committee shall be for a period as may be specified in case of each Committee, by the Relevant Authority and in case of each sub-committee, by the Committee constituting such sub-committees.

## **5.4 Disqualification of a Member**

No person shall be eligible to be appointed as a member of a Committee or shall be entitled to continue as such, if he suffers any disqualification applicable to a member as specified in these Rules, Regulations & Bye-Laws or the Articles of Association of the Clearing Corporation or as specified by the Board of Directors or SEBI and such a member shall, ipso facto, vacate the office, if he suffers any such disqualification.

## **5.5 Chairman of the Committee**

The members of the Committee may elect a Chairman from amongst themselves.

## **5.6 Committee meetings and proceedings**

5.6.1 A Committee may meet at such intervals as it may decide, adjourn and otherwise regulate its meetings and proceedings as it think fit.

5.6.2 A Committee may meet and adjourn as it thinks proper.

5.6.3 Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present; In case of an equality of votes of members present, the Chairman of the Committee shall have a second or casting vote in addition to his vote as a member of the Committee.

5.6.4 At all meetings of the Committee, the Chairman of the Committee shall ordinarily preside and in his absence, the members of the Committee present may choose one from among themselves to be the Chairman of such meeting in accordance with the manner prescribed, if any, by SEBI/Clearing Corporation. Any member of the Committee shall disclose the interest in the business, if any, before the meeting and shall abstain from discussions,

voting and decisions on the said matter. If Chairman is having such interest, he shall abstain from chairing the meeting.

5.6.5 Non-attendance or voting by proxy shall be allowed in a Committee meeting in respect of any matter.

5.6.6 The Committee at its meeting at which a quorum is present, shall be competent to exercise all or any of the powers and discharge functions vested in or exercisable by such Committee.

### **5.7 Quorum for Committee meetings**

The quorum for every Committee meeting shall be one-third of the total strength of each Committee or two (2), whichever is higher, except in the case of a sole-member Committee.

### **5.8 Powers of Committees(s)**

5.8.1 The Board may delegate from time to time to the Committee(s) such of the powers vested in it and upon such terms as it may think fit, to manage all or any of the affairs of the Clearing Segments of the Clearing Corporation and from time to time, to revoke, withdraw, alter or vary all or any of such powers.

5.8.2 The Committee(s) shall be bound and obliged to carry out and implement any directives issued by the Board from time to time and shall be bound to comply with all conditions of delegation and limitations on the powers of the Committee(s) as may be specified.

## **6. POWERS OF THE RELEVANT AUTHORITY**

6.1 Without prejudice to the generality of the foregoing powers of the Committee and to any power or authority impliedly and expressly conferred by any Rules, Bye-Laws and Regulations for the time being in force, the Relevant Authority shall have the following duties and powers in accordance with the policy laid down by the Clearing Corporation from time to time:

6.1.1 Implementing the decisions or policies specified by the Clearing Corporation on all matters relating to market regulation and compliance of the measures taken concerning the following matters and levy of penalties for non-compliance, excluding the specific areas assigned to any Committee by the Relevant Authority:

- a. disciplining a Clearing Member in all aspects of his dealing and settlement on the Clearing Corporation and in relation to any or all of its business transactions in securities,
- b. Settlement of all transactions in securities entered by a Clearing Member with its clients,
- c. imposition of various types of margins including special margins,
- d. withdrawal or restriction of the clearing facility of a Clearing Member for non-fulfillment of obligations relating to clearing membership, margin and settlement or due to surveillance measures,

6.1.2 causing to maintain registers, documents and records as required by the Rules, Bye-Laws and Regulations;

6.1.3 receiving and resolving complaints and making such enquiry and collecting such information as may be required and initiating necessary action as provided in the Rules, Bye-Laws and Regulations;

6.1.4 taking consequential action pursuant to any circulars, directives or inspection report issued by SEBI;

6.1.5 signing and issuing or causing to sign and issue all notifications and press releases;

6.1.6 enforcing the directives, orders, guidelines, norms and circulars issued by Government of India or SEBI or Relevant Authority, from time to time, and under the Rules, Bye-Laws and Regulations;

6.1.7 recovering of various amounts due and payable by Clearing members to the Clearing Corporation/SEBI by debiting the accounts of Clearing Members;

6.1.8 approving change of status or constitution and transfer in respect of clearing membership;

6.1.9 calling upon attendance and information including books, papers, documents and other records or information from any Clearing Member who are already admitted as Clearing Members or from members which are seeking admission to the Clearing Corporation;

6.1.10 taking suitable measures relating to clearing so as to safeguard and protect the interests of the Clearing Corporation, Clearing Members and their Clients

6.1.11 calling upon for examination and investigation of the business and conduct and dealings of the Clearing Members

6.1.12 representing the Clearing Corporation as its official representative in all matters

6.1.13 performing such other duties and functions as are incidental and ancillary for the performance of the above duties and exercising such other powers as may be delegated to him by the Relevant Authority or as may be entrusted to him by SEBI

## **7. CLEARING MEMBERSHIP**

### **7.1 Multiple Category**

The rights, privileges duties and responsibilities of a Clearing Member shall be subject to and in accordance with the Rules, Bye Laws and Regulations. The Relevant Authority may define and admit more than one category of Clearing Members for the same Clearing Segment or for different Clearing Segments and may specify different norms including eligibility, admission and cessation including surrender of Membership for different Segments.

### **7.2 Admission and Fees**

7.2.1 The Relevant Authority may specify different categories of Clearing Members and the requirements regarding their qualification, financial net worth, infrastructure and other relevant norms for each such category and/or Clearing Segment.

7.2.2 The Relevant Authority may specify pre-requisites, conditions, formats and procedures for application for admission, termination, re-admission, etc. of Clearing Members to all or any of the clearing Segments of the Clearing Corporation. The relevant authority may, at its absolute discretion, refuse permission to any Applicant to be admitted as Clearing Member to all or any of the Clearing Segments.

7.2.3 Such fees, security deposit, contribution and other money as are specified by the Relevant Authority would be payable on or before admission as Clearing Member and for continued appointment thereof.

### **7.3 Eligibility**

The following persons shall be generally eligible to become Clearing Members of the Clearing Corporation:

- a. Individuals;
- b. Firms registered under the Indian Partnership Act, 1932;
- c. A public financial institution as defined in section 4A of the Companies Act, 1956 (1 of 1956) or section 2(72) of the Companies Act 2013;
- d. A bank included for the time being in the Second Schedule to the Reserve Bank of India Act, 1934 (2 of 1934);
- e. A foreign bank operating in India with the approval of the Reserve Bank of India;
- f. A state financial corporation established under the provisions of section 3 of the State Financial Corporations Act, 1951 (63 of 1951);

- g. An institution engaged in providing financial services, promoted by any of the institutions mentioned in sub clause (c) to (f) jointly or severally;
- h. A custodian of securities who has been granted a certificate of registration by the Board under sub- section (1A) of section 12 of the SEBI Act;
- i. Stock broker who has been granted a certificate of registration by the Board under sub-section (1) of section 12 of the SEBI Act ;
- j. A company as defined under the Companies Act, 1956 or in any statutory modification or re-enactment thereof;
- k. A registrar to an issue or share transfer agent and who has been granted a certificate of registration by the Board under sub – section (1) of Section 12 of the SEBI Act.];
- l. A limited liability partnership formed and registered under the Limited Liability Partnership Act, 2008, or any statutory modification or re- enactment thereof.
- m. Any other entity permitted by SEBI.

7.3.1 However, based on the nature, requirements and complexity of certain specific Clearing Segments or Sub-segments that may be introduced by the Clearing Corporation, the Relevant Authority may prohibit or refuse to allow one or more of the aforesaid entities to be admitted to the Membership of such Clearing Segment or may impose additional criteria regarding the eligibility of such entities.

7.3.2 No person or entity shall be admitted as a Clearing Member if such proposed member:

- a. is an individual who has not completed 21 years of age;
- b. has been adjudged bankrupt or a receiving order in bankruptcy has been made against the person or the person has been proved to be insolvent even though he has obtained his final discharge;
- c. has compounded with his creditors for less than full discharge of debts;
- d. has been convicted of an offence involving a fraud or dishonesty;
- e. is a body corporate which has committed any act which renders it liable to be wound up under the provisions of the law;
- f. is a body corporate which has had a provisional liquidator or receiver or official liquidator appointed to the person;
- g. has been at any time expelled or declared a Defaulter by any stock exchange or another clearing corporation;
- h. has been previously refused admission to Clearing Membership unless the period of one year has elapsed since the date of rejection;

7.3.3 No limited liability Partnership shall be eligible to be admitted to the clearing membership of the Clearing Corporation unless:

- a. the Limited Liability Partnership is formed and registered under the Limited Liability Partnership Act, 2008.
- b. the Limited Liability Partnership complies with the conditions of Rule 8(6) of the Securities Contract (Regulation) Rules, 1957 pertaining to Limited Liability Partnership.

#### **7.4 Additional Eligibility Criteria**

No person shall be eligible to be admitted to the Clearing Membership unless the person satisfies such additional eligibility criteria as the Board or the Relevant Authority may prescribe from time to time for different classes of Clearing Members;

Provided however that the Relevant Authority may waive compliance with any or all of the admission conditions and at its discretion waive the requirements set out as above, if it is of the opinion that the person seeking admission is considered by the Relevant Authority to be

otherwise qualified to be admitted as a Clearing Member by reason of his means, position, integrity, knowledge and experience of business in securities.

## **7.5 Admission**

7.5.1 Any person or entity desirous of seeking Membership under any of the eligible category of Clearing Membership and in respect of one or more of the Clearing Segments to which such person or entity shall be eligible shall apply to the Clearing Corporation in the form and manner prescribed for such purposes. Every application shall be dealt with by the Relevant Authority which shall at its discretion admit or reject or selectively grant admission to one or more of the Clearing Segments applied for by such Applicant.

7.5.2 The application for admission of Clearing Members under different categories of Membership to one or more Clearing Segments shall be made in such formats as may be specified by the Relevant Authority from time to time.

7.5.3 An existing Clearing Member may at any time and based on its eligibility, seek admission as a Member to additional Clearing Segments of the Clearing Corporation and such application may be dealt with by the Relevant Authority in the same manner as it would while evaluating a new Applicant.

7.5.4 The application shall have to be submitted along with such fees, security deposit and other monies in such form and in such manner as may be specified by the Relevant Authority from time to time with reference to each category of Membership and Clearing Segment.

7.5.5 The Applicant shall have to furnish such declarations, undertakings, certificates, confirmations and such other documents or papers as may be specified from time to time by the Relevant Authority.

7.5.6 The Relevant Authority shall have the right to call upon the Applicant to pay such fees or deposit such additional security in cash or kind, deposit or contribution to Core Settlement Guarantee Fund and any other fund that may be maintained by the Clearing Corporation from time to time, to furnish any additional guarantee or to require contribution to any additional fund or fee as the Relevant Authority may prescribe from time to time.

7.5.7 The Relevant Authority may provisionally admit the Applicant to the Clearing Membership, Category wise and Clearing Segment wise, provided that the Applicant satisfies the eligibility conditions and other procedures and requirements of application subject to such terms and conditions as may be specified by the Relevant Authority. Upon the Relevant Authority being satisfied that all other terms and conditions and other requirements for the Clearing Membership have been complied with, the Applicant may be, on a provisional basis, admitted as a Clearing Member. The granting of provisional membership shall not entitle the Applicant to any privileges and rights of Clearing Membership.

7.6 The Relevant Authority may at its absolute discretion reject a Membership application, for admission to the Clearing membership of the Clearing Corporation or to any particular Clearing Segment of the Clearing Corporation without assigning or communicating the reason thereof.

7.7 If for any reason the application is rejected, as in (7.6) above, the application fee or admission fee, if any, as the case may be or part thereof as may be decided by the Relevant Authority may at its discretion be refunded to the Applicant, without any interest.

7.8 The Relevant Authority may at any time from the date of admission to the Clearing Membership withdraw the admission of and/or expel a Clearing Member or from a particular Clearing Segment, if he has in or at the time of his application for admission to membership or during the course of the inquiry made by the Relevant Authority preceding his admission :

- a. made any willful misrepresentation; or

- b. suppressed any material information required of him as to his character and antecedents; or
- c. has directly or indirectly given false particulars or information or made a false declaration.

#### 7.9 Transfer of Membership

7.9.1 The membership admission does not confer any ownership right as a member of the Clearing Corporation and shall not be transferable or transmittable except as herein mentioned.

7.9.2 Subject to such terms and conditions as the Relevant Authority may prescribe from time to time and to the prior written approval of the Relevant Authority, transfer of the Clearing Membership, may be effected as follows:

- a. by making nomination under these Rules;
- b. by an amalgamation or merger of a Clearing Member company;
- c. by takeover of a Clearing Member company;
- d. by transfer of the Clearing Membership of a Clearing Member firm to a new firm, in which, all the existing partners are not partners; and
- e. by two or more Clearing Members / Clearing Member firms coming together to form a new partnership firm/company.

7.9.3 A Clearing Member or his successor(s) may make a nomination to Clearing Membership. The nomination(s) made by a Clearing Member or successor(s) of a Clearing Member shall be subject to the following conditions, namely:

- a. The nominee(s) shall, at the time when the nomination becomes effective, be person(s) who shall be qualified to be admitted as Clearing Member(s) of the Clearing Corporation;
- b. The nominee(s) shall give to the Relevant Authority his/their unconditional and irrevocable acceptance of his/their nomination;
- c. A Clearing Member shall nominate one or more of his successor(s) as per the applicable succession laws. If the Clearing Member has no successor(s) willing to carry on the Clearing Membership, then, the Clearing Member may nominate person(s) other than his successor(s);
- d. If the Clearing Member has not nominated any person and is rendered incompetent to carry on his business on the Clearing Segment(s) of the Clearing Corporation on account of physical disability, then the Clearing Member may, within a period of six months, make a nomination as per the provisions of sub- clause (c) above;
- e. If the Clearing member has not nominated any person, the successor(s) of the Clearing Member may nominate one or more persons from among themselves within six months from the date of the death of the Clearing Member;
- f. If the nomination of the Clearing Member is such that it cannot be given effect to by the Relevant Authority, at the time when the nomination would have become effective, then the successor(s) of such a Clearing Member may nominate any other person(s) within six months from the date on which the nomination would have become effective;
- g. If more than one person(s) are nominated by the Clearing Member or the successor(s), then such nominated person(s) shall be required to form a company to carry on the Clearing Membership;
- h. A nomination made by a Clearing Member or successor(s) may be revoked with the prior written approval of the Relevant Authority and subject to such terms and conditions as the Relevant Authority may prescribe from time to time. and

i. The nomination shall become effective in the case of a nomination made by a Clearing Member, from the date of his death or physical disability or from the date of approval by the Relevant Authority, whichever is later and in the case of a nomination made by successor(s), from the date on which such nomination is made or from the date of approval by the Relevant Authority, whichever is later.

7.9.4 The Relevant Authority may also permit the transfer of Clearing Membership in the following circumstances :

- a. death of a Clearing Member;
- b. if in the opinion of the Relevant Authority, the Clearing Member is rendered incompetent to carry on his business on the Clearing Segment(s) of the Clearing Corporation on account of physical disability;
- c. upon amalgamation or merger of a Clearing Member company;
- d. upon takeover of a Clearing Member company; and
- e. upon the death of or resignation or notice of dissolution by a partner of a Clearing Member firm, and re-alignment, if any, by the partners in such firm or by the partners in such firm and the nominee(s)/successor(s) of the outgoing partner or by the partners in such firm and person(s) other than the nominee(s)/successor(s) of the outgoing partner in a new firm, within a period of six months from the date of such death or resignation or notice of dissolution.

7.9.5 The Relevant Authority may, while permitting the transfer, prescribe from time to time such transfer fee as it deems fit in the following circumstances, viz,

- a. nomination by a Clearing Member of a person other than successor(s) under the applicable laws;
- b. nomination by the successor(s) of a Clearing Member, if the nominee(s) is/are not from amongst the successors;
- c. amalgamation or merger of a Clearing Member company with a non-Clearing Member company resulting in the loss of majority shareholding and/or control of management by the majority shareholders of the Clearing Member company;
- d. takeover of the Clearing Member company by non-Clearing Member(s) resulting in the loss of majority shareholding and/or control of management by the majority shareholders of the Clearing Member company; and
- e. in the case of sub-clause (e) of clause (7.9.4), if the person(s) other than the nominee(s)/successor(s) of the outgoing partner hold at least 51% of share in the capital of the new firm.

#### *Explanation I*

For the purpose of sub-clauses (c) and (d) above, the term “loss of majority shareholding” means a shareholder or a group of shareholders holding 51% or more shares / interest in the Clearing Member company ceases to hold 51% of shares / interest in the Clearing Member company or in the amalgamated company which shall take up Clearing Membership upon amalgamation of the Clearing Member company with a Non Clearing Member company.

#### *Explanation II*

For the purpose of sub-clauses (c) and (d) above, the term “loss of control in management” means the loss of the right to appoint majority of the directors or to control the management or policy decision exercisable by person or persons acting individually or in concert, directly or indirectly including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.

7.9.6 For the purpose of the clauses (b) to (e) of 7.9.5, the term ‘Clearing Member’ shall, to the extent applicable, include a partner of a Clearing Member firm or a shareholder of a Clearing Member company. The term successor(s) shall to the extent applicable, includes

successor(s) of a partner of a Clearing Member firm or successor(s) of a shareholder of a Clearing Member company.

7.9.7 For the purpose of the clauses (7.9.2) to (7.9.6), the term 'Clearing Member' shall, to the extent applicable, include a partner of a Clearing Member firm or a shareholder of a Clearing Member company. The term successor(s) shall to the extent applicable, includes successor(s) of a partner of a Clearing Member firm or successor(s) of a shareholder of a Clearing Member company.

7.9.8 Without prejudice to any other provision of these Rules, the Clearing Membership may be suspended, for such period as the Relevant Authority may deem fit, in the following circumstances:

- a. upon the individual Clearing Member or a partner of a Clearing Member firm or a shareholder of a Clearing Member company, in the opinion of the Relevant Authority, being rendered incompetent to carry on his business on account of physical disability;
- b. upon the mental disability of the individual Clearing Member or a partner of a Clearing Member firm provided the partner holds at least 51% of share in the profits & losses of and/or at least 51% of share in the capital of such firm or a shareholder of a Clearing Member company provided the shareholder is a majority shareholder in such Clearing Member company;
- c. upon the death of an individual Clearing Member or a partner of a Clearing Member firm provided the partner holds at least 51% of share in the profits & losses of and/or at least 51% of share in the capital of such firm or a shareholder of a Clearing Member company, provided the shareholder is a majority shareholder in such Clearing Member company and during the six month period within which successor(s) of such individual Clearing Member partner or shareholder, may nominate person(s) to take up the stake/shares of such deceased individual Clearing Member or partner or shareholder;
- d. upon the dissolution of a Clearing Member firm and during the six month period as referred to in sub clause (c);
- e. and upon any deadlock in the management of a Clearing Member firm or Clearing Member company, which, in the opinion of the Relevant Authority will affect the ability of such Clearing Member firm or Clearing Member company to carry on its business. The Clearing Member shall be entitled for an opportunity for representation before the Relevant Authority, before being suspended under this sub-clause, but the decision of the Relevant Authority shall be final.

#### *Explanation I*

For the purposes of this sub-clause, the term "Deadlock in the Management" means a situation wherein there is a loss of confidence or disagreement among the partners of a Clearing Member firm or among the directors/shareholders of a Clearing Member company, which, in the opinion of the relevant authority, will affect or is likely to affect the conduct of business by the Clearing Member firm or Clearing Member company, as the case may be or an equality of vote at a meeting of the directors or shareholders of a Clearing Member Company.

7.9.9 Without prejudice to any other provision of these Rules, the Clearing Membership may be terminated by the Relevant Authority if an acceptable nomination or realignment, as the case may be, does not take place to the satisfaction of the Relevant Authority, within the said period of six months.

7.9.10 The nominee(s), successor(s), partners of a Clearing Member firm or such other persons, as the case may be shall be entitled for an opportunity for representation before the Relevant Authority, before being terminated under clause (7.9.9) above, but the decision of the Relevant Authority shall be final.

7.9.11 Conversion of legal status of the Clearing Member



Subject to such terms and conditions as the Relevant Authority may prescribe from time to time and to the prior written approval of the Relevant Authority, conversion of the legal status of a Clearing Member may be effected as follows:

- i. by conversion of an individual Clearing Member into a partnership firm/company.
- ii. by conversion of a Clearing Member firm into a company.
- iii. Any other conversion that the Relevant Authority may deem fit.

7.9.12 The Relevant Authority may permit the conversion of the legal status of the Clearing Member in the following circumstances :

a. in the case of sub-clause (i) of clause (7.9.11), the individual Clearing Member holds and continues to hold at least 51% of the share in the profits/losses and/or at least 51% of share in the capital of the partnership firm, or at least 51% of shareholding / interest in the company, which shall take up the Clearing membership of the Clearing Corporation.

b. in the case of sub-clause (ii) of clause (7.9.11), the partners holding at least 51% of share in the profits / losses and / or at least 51% of share in the capital of the Clearing Member firm hold and continue to hold at least 51% of shareholding / interest in the company which shall take up the Clearing Membership of the Clearing Corporation.

7.10 Notwithstanding anything contained in Rule 7.9, the Relevant Authority may, in its absolute discretion permit the transfer of the Clearing Membership of one or more of the Clearing Segments to another person or entity, subject to such terms and conditions as the Relevant Authority may in its absolute discretion prescribe from time to time.

7.11 A Clearing Member shall not assign, mortgage, pledge, hypothecate or charge his right of membership or any rights or privileges attached thereto nor shall he has the right to give license or grant power of attorney in respect of such rights and privileges and no such attempted assignment, mortgage, pledge, hypothecation or charge or license or power of attorney shall be effective as against the Clearing Corporation for any purpose, nor shall any right or interest in any Clearing Membership other than the personal right or interest of the Clearing Member therein be recognised by the Clearing Corporation. The Relevant Authority may suspend any Clearing Member of the Clearing Corporation who acts or attempts to act in violation of the provisions of this rule or take any other disciplinary action as it may deem fit.

7.12 Surrender of Membership:

The Clearing Corporation shall separately provide for, through the Regulations, the terms and conditions for surrender of membership either from one or more Clearing Segments of the Clearing Membership or from the Clearing Corporation itself.

7.13 Conditions for continued Membership of the Clearing Corporation

7.13.1 Clearing Members shall adhere to the Rules, Bye Laws and Regulations and shall comply with such operational parameters, rulings, Notices and circulars, guidelines and instructions of the Relevant Authority as may be applicable.

7.13.2 All Deals in Securities on the Trading platform of the Concerned Exchanges in respect of the different Trading Segments corresponding with the Clearing Segment of the Clearing Corporation shall be in accordance with and subject to Rules, Bye Laws and Regulations of the Clearing Corporation which are notified to the Concerned Exchanges.

7.13.3 Clearing Members shall furnish declarations, undertakings, confirmation and such other documents and papers relating to such matters and in such forms as may be specified by the Relevant Authority from time to time.

7.13.4 Clearing Members shall, Clearing Segment wise, furnish to the Clearing Corporation, within such time as may be specified, an annual Auditors' Certificate certifying that specified requirements as may be specified by the Relevant Authority from time to time pertaining to their operations have been complied with.

7.13.5 Clearing Members shall furnish such information and periodic returns pertaining to their operations as may be required by the Relevant Authority from time to time.

7.13.6 Clearing Members shall furnish to the Clearing Corporation such audited and/or unaudited financial or qualitative information and statements and in such manner as may be required by the Relevant Authority from time to time.

7.13.7 Clearing Members shall comply with such requirements as may be specified by the Relevant Authority from time to time with regard to advertisements, booklets and issue of circulars in connection with their activities as Clearing Members.

7.13.8 Clearing Members shall extend full cooperation and furnish such information and explanation and in such manner as may be required by the Relevant Authority or authorised person of the Clearing Corporation for inspection or audit or in regard to any dealings, settlement, accounting and/or other related matters.

#### 7.14 Status of a Clearing Member : Partnership firms

7.14.1 No Clearing Member shall form a partnership or admit a new partner to an existing partnership or make any change in the name of an existing partnership without intimation and prior approval of the Relevant Authority in such form and manner and subject to such requirements as the Relevant Authority may specify from time to time; these requirements may, *inter alia*, include deposits, declarations, guarantees and other conditions to be met by and which may be binding on all partners.

7.14.2 No Clearing Member shall, at the same time, be a partner in more than one partnership firm which is a Clearing Member of the Clearing Corporation.

7.14.3 No Clearing Member who is a partner in any partnership firm shall assign or in any way encumber his interest in such partnership firm.

7.14.4 The partnership firm shall register with such authorities as may be required under relevant laws and shall produce proof of such registration to the Clearing Corporation.

7.14.5 The partners of the firm shall do business only on account of the firm and jointly in the name of the partnership firm. No single or individual partner or group of partners are entitled to any rights and privileges of Clearing Membership independent from that of their partnership firm.

7.14.6 The partners of the partnership firm must communicate to the Clearing Corporation in writing under the signatures of all the partners or surviving partners any change in such partnership terms or status owing to dissolution or retirement or death of any partner or partners.

7.14.7 Any notice to the Clearing Corporation intimating dissolution of a partnership shall contain a statement as to who undertakes the responsibility of settling all outstanding contracts and liabilities of the dissolved partnership firm but that shall not be deemed to absolve the other partner or partners of his or their responsibility for such outstanding contracts and liabilities.

#### 7.15 Termination of Membership

7.15.1 A Clearing Member shall cease to be a Member, if one or more apply:

- a. by resignation and/or surrender;
- b. by death;
- c. by expulsion in accordance with the provisions contained in the Bye Laws, Rules and regulations;
- d. by being declared a defaulter in accordance with the Bye Laws, Rules and Regulations;
- e. by dissolution in case of partnership firm;
- f. by winding up or dissolution in the case of a limited company;

7.15.2 The termination of Clearing Membership shall not in any way absolve the Clearing Member from any obligations and liabilities incurred by the Clearing Member prior to such termination.

#### 7.16 Resignation

7.16.1 A Clearing Member who intends to resign from the Clearing Membership of the Clearing Corporation in whole or from one or more of the Clearing Segments shall intimate to the Clearing Corporation a written notice to that effect.

7.16.2 Any other Clearing Member objecting to a resignation such Member shall communicate the grounds of his objection to the Relevant Authority by letter within such period as may be specified by the Relevant Authority from time to time.

7.16.3 The Relevant Authority may accept the resignation of a Clearing Member, from the Clearing Corporation as a whole or from one or more of the Clearing Segments either unconditionally or on such conditions as it may think fit or may refuse to accept such resignation and in particular may refuse to accept such resignation until it is satisfied that all outstanding transactions with such Clearing Member have been settled.

#### 7.17 Death

7.17.1 On death of a Clearing Member, his legal representatives and authorised representatives, if any, shall communicate such matter to the Relevant Authority in writing immediately and all future activities of the Clearing Member shall cease immediately except so far as it pertains to past obligations prior to his death.

7.17.2 On the termination of Membership of the Clearing segment(s) of a Clearing Member consequent to the demise of the individual Member, the Clearing Corporation, with whom security deposits, other monies, any additional deposits, whether in the form of cash, bank guarantees, securities or otherwise, or any other Securities are lying, shall deduct only the dues and liability of such deceased Member from his deposits and in such manner as the Relevant Authority may prescribe from time to time.

#### 7.18 Failure to pay charges

Save as otherwise provided in the Rules Bye Laws and Regulations, if a Member fails to pay his annual subscription, fees, deposit or contribution to Core Settlement Guarantee Fund(s), fines, penalties, other charges or other monies which may be due by him to the Clearing Corporation within such time as the Relevant Authority may prescribe from time to time after a notice in writing has been served upon him by the Clearing Corporation, he may be suspended by the Relevant Authority until he makes payment and if within a further period of time as may be specified from time to time, he fails to make such payment, he may be declared a Defaulter or may be expelled by the Relevant Authority from the Membership of the Clearing Corporation.

#### 7.19 Continued Admittance

The Relevant Authority shall from time to time prescribe conditions and requirements for continued admittance to Clearing Membership which may, *inter alia*, include maintenance of deposit or contribution to Core Settlement Guarantee Fund, minimum net worth and capital adequacy. The Clearing Membership of any person who fails to meet these requirements shall be liable to be terminated.

#### 7.20 Re-Admission of Defaulters

7.20.1 A Clearing Member's right of Membership shall lapse and vest with the Clearing Corporation immediately if he is declared a Defaulter. The Clearing Member who is declared a Defaulter shall forfeit all his rights and privileges as a Clearing Member, including any right to use of or any claim upon or any interest in any property or funds of the Clearing Member with the Clearing Segment of the Clearing Corporation.

7.20.2 The Relevant Authority reserves the right to re-admit a defaulting Member as a Clearing Member subject to the provisions, terms and conditions as may be specified by the Relevant Authority from time to time.

7.20.3 The Relevant Authority may readmit only such a Defaulter Member who in its opinion :

- a. has paid up all dues to the Clearing Corporation, other Clearing Members, clients and Constituents;
- b. has no insolvency proceedings against him in a Court or has not been declared insolvent by any Court;
- c. has defaulted owing to the default of principals whom he might have reasonably expected to be good for their commitments;
- d. has not been guilty of bad faith or breach of the Bye Laws, Rules and Regulations ;
- e. has been irreproachable in his general conduct and is otherwise found to be 'Fit and Proper'

## 8. DISCIPLINARY PROCEEDINGS PENALTIES, SUSPENSION AND EXPULSION

### 8.1 Disciplinary Jurisdiction

The Relevant Authority may expel or suspend and/or impose fines and/or penalise under censure and/or warn and/or withdraw all or any of the membership rights of a Clearing Member if he is guilty of contravention, non-compliance, disobedience, disregard or evasion of any of the Bye Laws, Rules and Regulations or of any resolutions, orders, Notices, directions or decisions of the Clearing Corporation or the Relevant Authority or of any other Committee or officer of the Clearing Corporation authorised in that behalf or of any conduct, proceeding or method of business which the Relevant Authority in its absolute discretion deems dishonorable, disgraceful or unbecoming a Clearing Member or inconsistent with just and equitable principles or detrimental to the interests, good name or welfare of the Clearing Corporation or prejudicial or subversive to its objects and purposes.

### 8.2 Penalty for breach of Rules, Bye-Laws and Regulations

Every Clearing Member shall be liable to suspension, expulsion or withdrawal of all or any of his Clearing Membership rights and/or to payment of fine and/or to be censured, reprimanded or warned for contravening, disobeying, disregarding or willfully evading of any of these Rules, Bye- laws and Regulations or any resolutions, orders, notices, directions, decisions or rulings thereunder of the Clearing Corporation, Securities Contracts (Regulation) Act, 1956 and/or Rules thereunder, Securities and Exchange Board of India Act, 1992 and/or Rules thereunder, the Board of Directors, Committee(s), Managing Director or any officer of the Clearing Corporation or for any disreputable or fraudulent transactions or dealings or method of business which the Board of Directors or the Relevant Authority in its absolute discretion deems unbecoming a Clearing Member of the Clearing Corporation or inconsistent with just and equitable principles.

### 8.3 Penalty for Misconduct, unbusiness like conduct and Unprofessional conduct

A Clearing Member shall be liable to expulsion or suspension or withdrawal of all or any of his Membership rights and/or to payment of a fine and/or penalty and/or to be censured, reprimanded or warned for any misconduct, un-business like conduct or unprofessional conduct as provided in the provisions in that behalf as provided herein:

#### 8.3.1 Misconduct includes:

- a. Fraud : If he is convicted of a criminal offence or commits fraud or a fraudulent act which in the opinion of the Relevant Authority renders him unfit to be a Clearing Member;
- b. Violation : If he has violated provisions of any statute governing the activities, business and operations of the Clearing Corporation, Clearing Members and securities business in general;
- c. Improper Conduct : If in the opinion of the Relevant Authority he is guilty of dishonorable or disgraceful or disorderly or improper conduct on the Clearing Corporation or of willfully obstructing the business of the Clearing Corporation;

d. Breach of Rules, Bye Laws and Regulations : If he shields or assists or omits to report any Clearing Member whom he has known to have committed a breach or evasion of any Bye Laws, Rules and Regulation of the or of any resolution, order, notice or direction thereunder of the Relevant Authority or of any Committee or officer of the Clearing Corporation authorised in that behalf; Securities Contracts (Regulations) Act, 1956 and/or Rules thereunder, Securities and Exchange Board of India Act, 1992 and/or Rules thereunder.

e. Failure to comply with Resolutions: If he contravenes or refuses or fails to comply with or abide by any resolution, order, notice, direction, decision or ruling of the Relevant Authority or of any Committee or officer of the Clearing Corporation or other person authorised in that behalf under the Bye Laws, Rules and Regulations;

f. Failure to submit to or abide by Arbitration : If he neglects or fails or refuses to submit to the Relevant Authority or to a Committee or an officer of the Clearing Corporation authorised in that behalf, such books, correspondence, documents and papers or any part thereof as may be required to be produced or to appear and testify before or cause any of its partners, attorneys, agents, authorised representatives or employees to appear and testify before the Relevant Authority or such Committee or officer of the Clearing Corporation or other person authorised in that behalf;

g. Failure to testify or give information : If he neglects or fails or refuses to submit to the Relevant Authority or to a Committee or an officer of the Clearing Corporation authorised in that behalf, such books, correspondence, documents and papers or any part thereof as may be required to be produced or to appear and testify before or cause any of its partners, attorneys, agents, authorised representatives or employees to appear and testify before the Relevant Authority or such Committee or officer of the Clearing Corporation or other person authorised in that behalf;

h. Failure to submit Special Returns : If he neglects or fails or refuses to submit to the Relevant Authority within the time notified in that behalf special returns in such form as the Relevant Authority may from time to time prescribe together with such other information as the Relevant Authority may require whenever circumstances arise which in the opinion of the Relevant Authority make it desirable that such special returns or information should be furnished by any or all the Clearing Members;

i. Failure to submit Audited Accounts : If he neglects or fails or refuses to submit its audited accounts to the Clearing Corporation within such time as may be specified by the Relevant Authority from time to time;

j. Failure to compare or submit accounts with Defaulter : If he neglects or fails to compare his accounts with the Relevant Authority or to submit to it a statement of its accounts with a defaulter or a certificate that he has no such account or if he makes a false or misleading statement therein;

k. False or misleading Returns: If he neglects or fails or refuses to submit or makes any false or misleading statement in his clearing forms or returns required to be submitted to the Clearing Corporation under the Bye Laws, Rules and Regulations;

l. Vexatious complaints : If he or his agent brings before the Relevant Authority or a Committee or an officer of the Clearing Corporation or other person authorised in that behalf a charge, complaint(s) or suit(s) which in the opinion of the Relevant Authority is frivolous, vexatious or malicious;

m. Failure to pay dues and fees: If he fails to pay his subscription, fees, arbitration charges or any other money which may be due by it or any fine or penalty imposed on him.

#### 8.3.2 Un-business like Conduct:

A Clearing Member shall be deemed guilty of un-business like conduct for any of the following or similar acts or omissions namely :

a. Fictitious Names: If he transacts his own business or the business of his constituent in fictitious names or if he carries on business in more than one clearing segment of the Clearing Corporation under fictitious names;

b. Circulation of rumors : If he, in any manner, circulates or causes to be circulated, any rumors;

c. Unwarrantable Business: If he engages in reckless or unwarrantable or un-business like dealings in the market or effects purchases or sales for his constituent's account or for any account in which he is directly or indirectly interested which purchases or sales are excessive in view of his constituent's or his own means and financial resources or in view of the market for such security;

d. Compromise: If he connives through a private arrangement with another Clearing Member or accepts less than full and bona fide money payment in settlement of a debit due by a Clearing Member arising out of a deal in Securities executed on the trading platform of the Concerned Exchange;

e. Dishonored Cheque : If he issues to any other Clearing Member or to its clients or Constituents or to the Clearing Corporation a cheque which is dishonored on presentation for whatever reasons;

f. Failure to carry out transactions with Constituents : If he fails in the opinion of the Relevant Authority to carry out its committed transactions with its Constituents;

### 8.3.3 Unprofessional Conduct

A Clearing Member shall be deemed guilty of unprofessional conduct for any of the following or similar acts or omissions namely:

a. Business in Securities in which dealings not permitted: If he enters into dealings in Securities in which dealings are not permitted;

b. Business for Defaulting Constituent: If he deals or transacts business directly or indirectly or executes an order in its capacity as a Trading Member of a Concerned Exchange for a client or Constituent who has within his knowledge failed to carry out engagements relating to Securities and is in default to another Clearing Member unless such client or Constituent shall have made a satisfactory arrangement with the Clearing Member who is his creditor;

c. Business for Insolvent : If without first obtaining the consent of the Relevant Authority he directly or indirectly is interested in or associated in business with or transacts any business with or for any individual who has been bankrupt or insolvent even though such individual shall have obtained his final discharge from an Insolvency Court;

d. Business without permission when under suspension : If without the permission of the Relevant Authority he does business on his own account or on account of a principal with or through another Clearing Member during the period he is required by the Relevant Authority to suspend business on the Clearing Corporation;

e. Business for or with suspended, expelled and defaulter Clearing Members: If without the special permission of the Relevant Authority he shares brokerage with or carries on business or makes any deal for or with any Clearing Member who has been suspended, expelled or declared a defaulter;

f. Business for Employees of other Clearing Members: If he transacts business directly or indirectly for or with or executes a deal for an authorised representative or employee of another Clearing Member without the written consent of such employing Clearing Member;

g. Evasion of Margin Requirements : If he willfully evades or attempts to evade or assists in evading the margin requirements specified in these Bye Laws and Regulations;

h. Clearing Fees: If he willfully evades or attempts to evade or assists in evading the provisions of these Rules or Bye Laws and Regulations relating to clearing fees.

i. Advertisement: If he advertises for business purposes or issues regularly circular or other business communication to persons other than his own Constituents, Trading Members of the Exchange, Banks and Joint Stock Companies or publishes pamphlets, circulars or any other literature or report or information relating to the stock markets, without the prior written permission of the Clearing Corporation or in contravention of the advertisement code prescribed by the Clearing Corporation.

#### 8.3.4 Clearing Members Responsible for Partners, Agents and Employees

A Clearing Member shall be fully responsible for the acts and omissions of its authorised officials, attorneys, agents, authorised representatives and employees and if any such act or omission be held by the Relevant Authority to be one which if committed or omitted by the Clearing Member would subject it to any of the penalties as provided in the Bye Laws, Rules and Regulations then such Clearing Member shall be liable thereof to the same penalty to the same extent as if such act or omission had been done or omitted by him.

#### 8.3.5 Suspension on failure to provide Margin Deposit, Deposit or contribution to Core Settlement Guarantee Fund or meet capital adequacy norms

The Relevant Authority may suspend a Clearing Member and/or require a Clearing Member to suspend his business if he fails to provide the margin deposits, deposits and contributions to Core Settlement Guarantee Fund and/or meet capital adequacy norms as provided in these Bye Laws, Rules and Regulations and the suspension of business shall continue until the Clearing Member furnishes the necessary margin deposit or deposit/contribution to Core Settlement Guarantee Fund or meet capital adequacy norms. The Relevant Authority may also expel a Clearing Member acting in contravention of this provision.

#### 8.3.6 Suspension of business

The Relevant Authority may suspend a Clearing Member and/or require a Clearing Member to suspend its business in part or in whole on any Clearing Segment if the Relevant Authority finds the member to be:

- a. engaging in activities referred to in Clause 8.3.2 , or
- b. of unsatisfactory Financial Condition: when in the opinion of the Relevant Authority the Clearing Member is in such financial condition that he cannot be permitted to do business with safety to his creditors or the Clearing Corporation.

#### 8.3.7 Removal of Suspension

The suspension of business as mentioned above shall continue until the Clearing Member has been allowed by the Relevant Authority to resume his business on paying such deposit or his doing such act or providing such thing as the Relevant Authority may require.

#### 8.3.8 Penalty for contravention

A Clearing Member who is suspended or who is required to suspend his business or part thereof may be expelled from the Membership of the Clearing Corporation as a whole or from one or more Clearing Segments by the Relevant Authority, if he acts in contravention of such suspension or related requirements.

#### 8.3.9 Clearing Members and others to testify and give information

A Clearing Member shall appear and testify before and cause its partners, attorneys, agents, authorised representatives and employees to appear and testify before the Relevant Authority or before other Committee(s) or an officer of the Clearing Corporation authorised in that behalf and shall produce before the Relevant Authority or before other Committee(s) or an officer of the Clearing Corporation authorised in that behalf, such books, correspondence, documents, papers and records or any part thereof which may be in its possession and which may be deemed relevant or material to any matter under inquiry or investigation.

#### 8.3.10 Permission necessary for legal representation

No person shall have the right to be represented by professional counsel, attorney, advocate or other representative in any investigation or hearing before the Relevant Authority or any other Committee unless the Relevant Authority or other Committee so permits.

#### 8.3.11 Explanation before Suspension or Expulsion

A Clearing Member shall be entitled to be summoned before the Relevant Authority and afforded an opportunity for explanation before being suspended or expelled but in all cases the findings of the Relevant Authority shall be final and conclusive.

#### 8.3.12 Imposition of Penalties

The penalty of suspension, withdrawal of all or any of the Membership rights, fine, censure or warning may be inflicted singly or conjointly by the Relevant Authority. The penalty of expulsion may be inflicted by Relevant Authority.

#### 8.3.13 Pre-determination of Penalties

The Relevant Authority shall have the power to pre-determine the penalties, the period of any suspension, the withdrawal of particular membership rights and the amount of any fine that would be imposed on contravention, non-compliance, disobedience, disregard or evasion of any Bye Law, Rules or Regulations of the, or of any resolution, order, notice, direction, decision or ruling thereunder of the Clearing Corporation, the Relevant Authority or of any other Committee or officer of the Clearing Corporation authorised in that behalf.

#### 8.3.14 Commutation

The Relevant Authority in its discretion may in any case suspend a Clearing Member in lieu of the penalty of expulsion or may withdraw all or any of the membership rights or impose a fine in lieu of the penalty of suspension or expulsion and may direct that the guilty Clearing Member be censured or warned or may reduce or remit any such penalty on such terms and conditions as it deems fair and equitable.

#### 8.3.15 Reconsideration / Review

The Relevant Authority may of its own or on appeal by the Clearing Member concerned, within 90 days from the date of communication of decision of the Relevant Authority to the member, reconsider and rescind, revoke or modify its order fining, censuring, warning or withdrawing all or any of the membership rights of the Clearing Member. In a like manner the Relevant Authority may rescind, revoke or modify its resolution expelling or suspending any Clearing Member.

#### 8.3.16 Failure to pay fines and penalties

If a Clearing Member fails to pay any fine or penalty imposed on him within such period as specified from time to time by the Relevant Authority he may be suspended by the Relevant Authority until he makes payment and if within a further period as specified from time to time he fails to make such payment he may be expelled by the Relevant Authority.

#### 8.3.17 Consequence of Suspension

The suspension of a Clearing Member shall have the following consequences:

##### 8.3.17.1 Suspension of Membership Rights

A suspended Clearing Member shall during the terms of his suspension, be deprived of and excluded from all rights and privileges of Membership but he may be proceeded against by the Relevant Authority for any offence committed by him before or after suspension and the Relevant Authority shall not be debarred from taking cognisance of and dealing with or adjudicating on claims made against him by other Clearing Members.

##### 8.3.17.2 Rights of creditors unimpaired

The suspension shall not affect the rights of Clearing Members who are creditors of the suspended Clearing Members and rights of the Clearing Corporation.

##### 8.3.17.3 Fulfillment of Deals and Obligations



The suspended Clearing Member shall be bound to fulfill obligations and deals outstanding at the time of his suspension.

#### 8.3.17.4 Further business prohibited

The suspended Clearing Member shall not during the terms of his suspension transact any business provided that he may with permission of the Relevant Authority close the deals outstanding at the time of his suspension.

#### 8.3.18 Consequences of Expulsion

The expulsion of a Clearing Member shall have the following consequences namely:

##### 8.3.18.1 Clearing Membership Rights forfeited

The expelled Clearing Member shall forfeit to the Clearing Corporation its right of Clearing Membership and all rights and privileges as a Clearing Member including any right to the use of any claim upon or any interest in any property or funds of the Clearing Corporation but any liability of any such Clearing Member to the Clearing Corporation or to any Clearing Member shall continue and remain unaffected by its expulsion.

##### 8.3.18.2 Office vacated

The expulsion shall create a vacancy in any office or position held by the expelled Clearing Member.

##### 8.3.18.3 Rights of Creditors unimpaired

The expulsion shall not affect the rights of the Clearing Members who are creditors of the expelled Clearing Member.

##### 8.3.18.4 Fulfillment of Deals and Obligations

The expelled Clearing Member shall be bound to fulfill deals and obligations outstanding at the time of his expulsion and he may with the permission of the Relevant Authority close such outstanding transactions.

##### 8.3.18.5 Clearing Members not to deal

No Clearing Member shall transact business for or with the expelled Clearing Member except with the previous permission of the Relevant Authority.

8.4 Provisions of byelaws regarding consequences of declaration of default the provisions regarding consequences of declaration of defaulter contained in Chapter XII of the Byelaws of the Clearing Corporation shall apply to the expelled Clearing Member as if such Clearing Member has been declared defaulter.

#### 8.5 Expulsion Rules to Apply

When a Clearing Member ceases to be a Clearing Member under the provisions of these Rules and Bye Laws otherwise than by death, default or resignation, it shall be as if such Clearing Member has been expelled by the Relevant Authority and in that event all the provisions relating to expulsion contained in these Rules shall apply to such Clearing Member in all respects.

### 9. NOTICE OF PENALTY AND SUSPENSION OF BUSINESS

9.1 Notice shall be given to the Clearing Member concerned and to the Clearing Members in general by such mode as may be decided by the Relevant Authority of the expulsion or suspension or default of or of the suspension of business by a Clearing Member or of any other penalty imposed on it or on its partners or other employees. The Relevant Authority may in its absolute discretion and in such manner as it thinks fit notify or cause to be notified to the Clearing Members or to the public that any person who is named in such notification has been expelled, suspended, penalised or declared a defaulter or has suspended his business or ceased to be a Clearing Member. No action or other proceedings shall in any circumstances be maintainable by such person against the Clearing Corporation or the Relevant Authority or any officer or employee of the Clearing Corporation for the publication or circulation of such notification.

9.2 Notwithstanding anything contained in these provisions, if in the opinion of the Relevant Authority it is necessary to do so, he may, for reasons to be recorded in writing, temporarily suspend forthwith the Clearing Member, pending completion of appropriate proceedings for suspension under this chapter by the Relevant Authority, and no notice of hearing shall be required for such temporary suspension and such temporary suspension shall have the same consequences of suspension under this chapter, provided that appropriate proceedings provided in this chapter shall be commenced by issue of a notice to show cause to the Clearing Member within 10 days of such temporary suspension. Any such temporary suspension may be revoked at the discretion of the Relevant Authority, for reasons to be recorded in writing, if the Relevant Authority is satisfied that the circumstances leading to the formation of opinion of the Relevant Authority to suspend, has ceased to exist or are satisfactorily resolved.

Mumbai,

Date : 23.11.2017.

RAJENDRA GOGATE,

Director.

Serial No. M-17251

**MULTI COMMODITY EXCHANGE CLEARING CORPORATION LIMITED**  
**Mumbai**

The Securities and Exchange Board of India (SEBI), in exercise of its powers under Section 9 of the Securities Contracts (Regulation) Act, 1956, has *vide* its letter no. SEBI/HO/CDMRD/DEA/OW/P/2017/021860/1, dated September 12, 2017, approved the Bye-laws of Multi Commodity Exchange Clearing Corporation Limited (MCXCCL Bye-laws) as proposed by the Multi Commodity Exchange Clearing Corporation (hereinafter referred to as “the Clearing Corporation” or “MCXCCL”) *vide* its letter no. MCXCCL/2017/NA/SEBI-02/001, dated May 25, 2017. The Bye-laws of the Clearing Corporation as approved by SEBI are as under and these Bye-laws shall be effective from such date as the Board of the Clearing Corporation may notify in that behalf after publication of these Bye-laws in the *Official Gazette* of State of Maharashtra.

**BYE-LAWS OF THE MULTI COMMODITY EXCHANGE CLEARING CORPORATION LIMITED**

In exercise of the powers conferred under Section 9 of the Securities Contracts (Regulation) Act, 1956 and with the previous approval of the Securities and Exchange Board of India, the Multi Commodity Exchange Clearing Corporation Limited makes the following Bye laws:—

**1. PREAMBLE**

1.1 These Bye-Laws shall be known as “The Bye-Laws of Multi Commodity Exchange Clearing Corporation Limited” and shall hereinafter be referred to as the “Bye-Laws” or the “Bye-Laws of the Clearing Corporation.”

1.2 These Bye-laws shall come into force with effect from such date as the Securities and Exchange Board of India (hereinafter referred to as “SEBI”) established under Securities and Exchange Board of India Act, 1992 (hereinafter referred to as “SEBI Act”) or the Board of Multi Commodity Exchange Clearing Corporation Ltd. (hereinafter referred to as “the Clearing Corporation”) may notify in that behalf.

**1.3 Other Laws Applicable**

These Bye-Laws shall be in addition to the provisions of the Securities Contracts (Regulation) Act, 1956 (hereinafter referred to as “the SCRA”) as may be amended from time to time and Rules and Regulations made thereunder and SEBI Act and Rules and Regulations made thereunder. These Bye-laws shall at all times be read subject to the provisions of the SCRA and Rules and Regulations made thereunder and SEBI Act and Rules and Regulations made thereunder, as amended from time to time and the directives, orders, guidelines, norms and circulars issued by the Government of India and/or SEBI from time to time.

**1.4 Order of Precedence:**

In case of difference or any interpretational issues between the provisions of these Bye-laws, Rules and Regulations of the Clearing Corporation and the provisions of the SCRA and Rules and Regulations made thereunder or the SEBI Act and Rules and Regulations made thereunder, the provisions of:

- SCRA and Rules and Regulations made thereunder; and/or
- SEBI Act and Rules and Regulations made thereunder; shall prevail.

**2. DEFINITIONS and INTERPRETATION**

**2.1 Definition**

2.1.1 “**Applicant Clearing Member**” means an entity or a person as may be permitted under these Bye-Laws who is seeking to be admitted as a Clearing Member of the Clearing Corporation.

2.1.2 “**Arbitration**” as a form of alternative dispute resolution (ADR), is a technique for the resolution of disputes outside the courts and the process as codified in these Bye-laws and the Regulations are mandated to be utilised for appropriate and swift resolution of disputes arising between Clearing Members *inter-se* and Clearing Members and their Clients/Constituents.

2.1.3 “**Articles**” means the Articles of Association of Multi Commodity Exchange Clearing Corporation Limited and includes any modification or alteration thereof for the time being in force.

2.1.4 “**Authorised User**” means suitable person(s) appointed by Clearing Members who may or may not be registered with the Clearing Corporation to operate the Clearing and Settlement systems and procedures allocated to such Members by the Clearing Corporation.

2.1.5 “**Board**” means the Board of Directors of Multi Commodity Exchange Clearing Corporation Ltd.

2.1.6 “**Business Day**” means a day of the week on which the Clearing Corporation is open for business.

*Explanation.*—The Clearing Corporation shall be open on all days except such days which are declared in advance by the Relevant Authority as Settlement holiday.

2.1.7 “**Buying Clearing Member**” means a Clearing Member handling the Clearing and Settlement functions of a Client or a Constituent who or whose client has purchased a Security on the Trading floor of the Concerned Exchange pursuant to which it is obligated to honour the purchase obligation by following all the prescribed procedures.

2.1.8 “**Circular or Notice**” means informational notifications or a binding communication issued from time to time by the Clearing Corporation to its Member(s) and the Market in general and transmitted by fax, e-mail or any other mode and manner which the Clearing Corporation may deem appropriate, including publication through the website and titled “Circular” or “Notice” accordingly.

2.1.9 “**Clearing**” means and includes the process of determining rights and obligations towards settling claims of one Clearing Member against the claims of another through the processes of the Clearing Corporation. The process of clearing is similar to bookkeeping, where the Clearing Corporation updates the relevant and respective databases by matching the buyer and seller of the Deal/transaction thereby confirming the obligations of one of the parties and the rights of the other.

2.1.10 “**Clearing Agreement**” means a binding agreement entered into between a Clearing Member and its Constituent to handle and carry out all the Clearing and Settlement functions relating to Securities traded by the said Constituent on the Trading Platform of the said Exchange.

2.1.11 “**Clearing and Settlement Account**” means a bank account maintained by the Clearing Member with one of the designated or approved Clearing Banks and accordingly notified to the Clearing Corporation, from which all fund obligations owed to the Clearing Corporation by a Member or due to a Member by the Clearing Corporation with respect to the Deals of the Member or its Clients or Constituents on the trading floor of the Concerned Exchange, will be made or received.

2.1.12 “**Clearing Bank(s)**” are such bank(s) as the Clearing Corporation may appoint to act as a funds settling agency, for the collection of margin money for all deals cleared through the Clearing Corporation and any other funds movement between Clearing Members and the Clearing Corporation and between Clearing Members *inter-se* as may be directed by the Clearing Corporation from time to time.

2.1.13 “**Clearing Corporation**” means the Multi-Commodity Exchange Clearing Corporation Ltd.

2.1.14 “**Clearing Member**” means a Clearing Member as defined under section 2 (ae) of SEBI (Stock Brokers and Sub-Brokers) Regulations, 1992.

2.1.15 “**Clearing Segments**” means and includes the different categories of Securities, within a Market Segment type, that the Concerned Exchanges make available to their respective Trading Members for Dealing on their Trading Platforms and has been agreed to by the Clearing Corporation for being admitted to its Clearing and Settlement mechanisms in terms of these Bye-Laws and categorized appropriately.

2.1.16 “**Clearing Sub-Segments**” means and includes those categories of Securities falling under a broad head of Clearing Segment but differentiated either on the basis of market acceptability and practice or the product or Security profile and attributes.

2.1.17 “**Client or Constituent**” means a person, on whose instructions and on whose account the Clearing Member clears and settles deals. For this purpose, the term client shall include all registered constituents of trading members of Concerned Exchange.

*Explanation 1* : The terms ‘Constituent’ and ‘Client’ are interchangeably used in the Bye-Laws, Rules & Regulations and shall have the same meaning as assigned herein.

*Explanation 2* : Where the context requires, the term ‘Constituent’ in relation to trades shall also include a Trading Member where such trades including proprietary trades, done on the Concerned Exchange, are cleared and settled on his behalf by the Clearing Member.

2.1.18 “**Close-out or Closing out or Square off**” means the cancellation of an outstanding open position in one direction with an equal and opposite position.

2.1.19 “**Collateral**” means and includes cash or financial instruments (including but not limited to Fixed Deposit Receipts, bank guarantees, government securities and units of the schemes of liquid mutual funds or government securities, receipts of accredited warehousing Corporations) and/or Commodities as approved by the Relevant Authority from time to time through Notifications and/or Circulars for the provision of Initial Margin or other deposits and Margins in accordance with these Bye-Laws, the Rules and the Regulations made under these Bye-Laws.

2.1.20 “**Committee**” means a group or body of persons appointed by the Board or the Relevant Authority to undertake tasks or responsibilities specified by the Board and/or mandated under these Bye-Laws.

2.1.21 “**Concerned Exchange**” means any Stock Exchange including commodity and/or currency derivatives exchanges duly recognized under SCRA which has entered into an arrangement with the Clearing Corporation for carrying out all operational procedures and regulatory functions in the matter of Clearing and Settlement of the Deals executed on its trading platform between its Trading members so as to complete the fulfilment of the funds pay-in, Securities delivery and the related pay-out obligations concerning such Deals.

2.1.22 “**Contract**” means a contract for or relating to the purchase or sale of Securities;

2.1.23 “**Contract Month or Delivery Month**” means that month in which contractual obligations in respect of a Derivatives Contract is due for final fulfilment by the parties to the Contract.

2.1.24 “**Contract Specification**” means the standardised commercial and technical terms of a Security admitted for trading on a Concerned Exchange which may include the size of the Contract, Contract Month, trading hours, Underlying, minimum price fluctuations, Last Trading Day, settlement basis and such other details as may be set out by such Exchange and accepted by the Clearing Corporation to complete the Clearing and Settlement process.

2.1.25 “**Corporate Action**” means any event that brings material change to a company and affects its stakeholders, including shareholders, both common and preferred, as well as bondholders. These events are approved by the company’s board of directors; shareholders may be permitted to vote on some events as well. and generally include dividend, bonus, rights shares, issue of shares as a result of stock split, stock consolidations, schemes of mergers/

demergers, spin-offs, amalgamations, capital restructuring and such other privileges or events of a similar nature which may be specified by the Concerned Exchange from time to time, under intimation to the Clearing Corporation.

2.1.26 **“Custodial Participant”** means an entity registered with the Clearing Corporation to enable the Clearing and Settlement of their Deals on the Concerned Exchange through a Clearing member.

2.1.27 **“Custodian”** means a Custodian as defined under section 2(d) of Securities and Exchange Board of India (Custodian of Securities) Regulations, 1996

2.1.28 **“Daily Settlement Price”** means the official daily price for each Security as determined by the Exchange and/or the Clearing Corporation as per prescribed methodology.

2.1.29 **“Days of Tender or Tender Days”** mean the days on which relevant delivery documents and certified warehouse receipts are permitted to be presented to the Clearing Corporation.

2.1.30 **“Deal or a Trade”** means an electronic transaction that arises pursuant to a buy order and sell orders placed at identical prices and specific and acceptable quantities by the Trading Members of the Exchange in respect of an approved Security or Contract and matching on the trading platform of an Exchange that gives rise to obligations to the buyer and seller in terms of the Byelaws, Rules and Regulations of the Concerned Exchange these Bye-laws, the Rules and Regulations of the Clearing Corporation.

2.1.31 **“Declaration of default”** means notification of a clearing member as a defaulter by the relevant authority.

2.1.32 **“Default”** has the same meaning as the term “Event of Default” defined in these Bye-Laws.

2.1.33 **“Defaulter”** means a Clearing Member who has been declared to be a Defaulter in accordance with these Bye-Laws and the Rules of the Clearing Corporation.

2.1.34 **“Delivery”** means the tender and receipt of warehouse receipts/ or any other document of title to goods by issue of delivery order in settlement of a contract.

2.1.35 **“Delivery centers”** are those places or locations where the Underlying of the Securities/ Commodities permitted for trading on the Concerned Exchange can be delivered by the seller.

2.1.36 **“Delivery Day”** means the day on which Delivery shall occur towards a Settlement obligation in respect of a Security or Contract.

2.1.37 **“Delivery Order”** means an order / intention issued by a Selling Member in the prescribed form to the Clearing Corporation, in terms of the instructions received from its Client or Constituent offering delivery of goods at one or more permitted delivery centers in fulfillment of its obligation against an expiring contract.

2.1.38 **“Delivery Period”** means the period during which the commodities are tendered in terms of the contracts in fulfillment of the transactions executed under these Byelaws, and the Rules and Regulations of the Clearing Corporation, or under the orders issued in exercise of the powers vested by any of them, and includes tender days as prescribed by the Exchange / Clearing Corporation for different contract months.

2.1.39 **“Delivery Settlement”** is a process where the buying Clearing Member will complete his side of the transaction by making the necessary payments to the selling Clearing Member and the selling Clearing Member will in turn transfer the Securities or deliver the Underlying to the buying Clearing Member. Settlement will be completed when the Clearing Corporation or its agencies transfers ownership of the Securities or the Underlying to the buyer and the funds are transferred to the seller.

2.1.40 **“Depository”** means a company formed and registered under the Companies Act, 1956 (1 of 1956), and which has been granted a certificate of registration under sub-section (1A) of section 12 of the Securities and Exchange Board of India Act, 1992 (15 of 1992).

2.1.41 **“Derivative”** includes—

- a. a security derived from a debt instrument, share, loan, whether secured or unsecured, risk instrument or contract for differences or any other form of security;
- b. a contract which derives its value from the prices, or index of prices, of underlying securities;
- c. commodity derivatives; and
- d. such other instruments as may be declared by the Central Government to be derivatives;

2.1.42 **“Derivatives Contract”** is a legally binding agreement made on the trading platform of Exchange between its Members, to buy or sell a particular Security or Contract at a predetermined price as on the Expiry Date

2.1.43 **“Disciplinary Action Committee”** means a Committee constituted by the Board or the Relevant Authority to evaluate, consider and/or decide on a reference made to it by the Relevant Authority in respect of an alleged or presumed violation or infringement of these Bye-Laws, the Rules or the Regulations by a Clearing Member or a participant in the Clearing and settlement mechanism and in its conduct as a Clearing Member or a Participant, including any willful disobedience of the lawful instructions of the Relevant authority.

2.1.44 **“Due Date/Contract Expiry Day/Contract Maturity Day”** means the maturity date (last day) on which a specific contract in a specific commodity derivative or any other Security expires and is not available for trading thereafter.

2.1.45 **“Due Date Rate”** means the settlement price fixed for settling of all the outstanding contracts in a Contract Month on the due date, by way of delivery or otherwise in accordance with the method prescribed by the Concerned Exchange/ Clearing Corporation.

2.1.46 **“Event of Default”** means any event that may lead to clearing member being declared defaulter by the relevant authority.

2.1.47 **“Exchange”** means a stock exchange which is for the time being recognised by the Central Government/ SEBI under section 4 of SCRA.

2.1.48 **“Exchange Member or Trading Member”** means an entity admitted as to the Membership of the Concerned Exchange for trading of Securities or contracts that are permitted to be dealt on the Exchange and shall not mean and include a shareholder of the said Stock Exchange Company unless expressly stated. Membership of the Exchange in this context shall not mean or require or entitle shareholding in the Stock Exchange Company.

2.1.49 **“Exchange Rules or Rules of the Exchange”** means the Rules of the Concerned Exchange by whatever name it may be titled which is in force and as may be amended from time to time and include the Bye-Laws and Regulations/ Business Rules of such Exchange.

2.1.50 **“Exercise”** means the invocation of a right in an option contract, in accordance with and subject to these Bye-laws, Rules and Regulations of Exchange or Clearing Corporation, by the right holder.

2.1.51 **“Expiry Date or Expiration Date”** means date on which the contract will expire and in the case of an Options Contract, it is the date on or up to which the holder of an Option may elect to exercise the Option or allow it to expire worthless.

2.1.52 **“Expiration time”** is the close of business hours on the expiration day of the Futures or Option contract or such other time as may be specified by the Relevant Authority from time to time.

2.1.53 **“Final Settlement Price”** in respect of a contract means Due Date Rate (DDR) determined by the Clearing Corporation for settling that contract in accordance with the method specified in the Contract Specification or such other method as may be notified by the Relevant Authority.

2.1.54 “**Margin**” means a deposit or payment of Collateral(s) to establish or maintain a position in a Security and includes among others Initial Margin, Additional Margin, Variation Margin, Tender Period Margin, Special Margin, Delivery Margin, Extreme loss margin or any other type of Margin as may be applicable and determined by Exchange and /or the Clearing Corporation from time to time.

2.1.55 “**Market Order**” means an order for a specified quantity of a Security or Contract to be bought or sold at the best available order price or quote prevailing on the trading platform of the Exchange at the time of entry of the opposite kind of order on the trading platform of the Exchange.

2.1.56 “**Market Segment**” means the category of Securities or Contracts made available by the Concerned Exchange on its trading platform for trading by its Members.

2.1.57 “**Mark to Market Settlement**” means settlement of all open positions of clients or Constituents done on a daily basis and includes those positions Closed Out intra-day.

2.1.58 “**Month**” means a month reckoned according to the English calendar unless otherwise specified.

2.1.59 “**Novation**” means the act of a clearing corporation interposing itself between both parties of every trade, being the legal counterparty to both.

2.1.60 “**Open Position**” means any Security which has not been liquidated by an offsetting transaction or Delivery or cash settlement or as specified in the Contract Specification.

2.1.61 “**Options Contract**” is an agreement between a buyer and seller that gives the purchaser of the option the right but not the obligation to buy or sell a particular underlying at a later date at an agreed upon price. It has the meaning ascribed to the term “options contract” under the Relevant Acts.

2.1.62 “**Order**” means an offer to buy or sell any contract through the trading platform permitted by the Concerned Exchange for specific Securities or Contracts.

2.1.63 “**Outstanding Obligation**” means the obligation which has neither been closed out nor been settled.

2.1.64 “**Participant**” means and refers to an entity accredited or permitted by the Clearing Corporation through an arrangement or agreement to participate in one or more of the processes of the Clearing and Settlement mechanism towards facilitating the completing of the said processes in accordance with these Bye-Laws, the Rules and Regulations framed from time to time for such purpose and subject to such terms and conditions, as may be prescribed by the Relevant Authority.

2.1.65 “**Pay-in**” in respect of deals or transactions done on the Exchange, means making available funds / Securities/ Underlying or such other assets by the respective Clearing Members to the Clearing Corporation or its accredited or recognized agencies in accordance with the applicable settlement schedule notified by the Clearing Corporation separately for each Security or Contract.

2.1.66 “**Pay-in Date**” means the date and time prescribed by the Clearing Corporation for each settlement by which date and time, the Clearing Members are required to perform their obligations by way of remittance of funds / Securities or delivery of the Underlying as applicable, to the Clearing Corporation.

2.1.67 “**Pay-out**” in respect of Deals or transactions done on the Concerned Exchange means the release of funds /Securities by the Clearing Corporation to the Clearing Members who become entitled to receive them to the extent of and upon their fulfilling their respective pay-in obligations into the Clearing Corporation, in accordance with the applicable settlement schedule notified by the Clearing Corporation separately for each Security or Contract.

2.1.68 “**Pay-out Date**” means the date and time prescribed by the Clearing Corporation for each Settlement on which date and time, the Clearing Corporation shall be required to



release funds / Securities or the Underlying to the respective accounts of the Clearing Members and/or their clients.

2.1.69 **“Position limit”** means any limit on Open Positions held or controlled by a person (whether directly or indirectly, and whether individually by such person or by such person acting in concert with any person or persons) or a Trading member of the Concerned Exchange, that the Exchange and/or the Clearing Corporation may from time to time impose in respect of any Security.

2.1.70 **“Proprietary Account”** means an account in the books of the Trading Member of the Exchange to which the proprietary positions of the Trading Member are designated.

2.1.71 **“Regulations”** mean and include all the operational principles, and parameters designed to govern and control the Clearing and Settlement processes and the management and conduct of the Clearing Corporation that are to be followed by management of the Clearing Corporation, all the participants and the Clearing Members.

2.1.72 **“Relevant Authority”** means the Board or such other authority as specified by the Board from time to time as relevant for a specified purpose.

2.1.73 **“Rules”** mean unless the context indicates otherwise, ‘Rules’ means the Rules of Clearing Corporation for the time being in force.

2.1.74 **“SCRA”** is the abbreviation for Securities Contracts (Regulation) Act 1956.

2.1.75 **“SCRR”** is the abbreviation for Securities Contracts (Regulation) Rules 1957.

2.1.76 **“SEBI”** is the abbreviation for Securities and Exchange Board of India.

2.1.77 **“SECC”** is the abbreviation for Securities Contracts (Regulation) (Stock Exchange and Clearing Corporations) Regulations 2012.

2.1.78 **“Security or Securities”** means ‘securities’ as defined under section 2(h) of SCRA.

2.1.79 **“Seller”** means a seller of any Security.

2.1.80 **“Selling Clearing Member”** means a Clearing Member handling the Clearing and Settlement functions of a Client or a Constituent who or whose client has sold a Security on the Trading floor of the Concerned Exchange pursuant to which it is obligated to honour the sale obligation by following all the prescribed procedures.

2.1.81 **“Settlement”** includes Delivery Settlement and/or Mark to Market Settlement.

2.1.82 **“Settlement Day”** means the day fixed by the Clearing Corporation for Members to settle their Securities transactions obligations in terms of these Bye-Laws, the Rules and/or the Regulations and as prescribed or instructed by the Relevant Authority.

2.1.83 **“Settlement Guarantee Fund”** means a fund established and maintained by the Clearing Corporation in accordance with these Bye-Laws.

2.1.84 **“Strike Price or Exercise Price”** means the price at which the Underlying to an Options Contract can be purchased or sold or the price at which an Options Contract may be exercised.

2.1.85 **“Transactions or Deal or Trading and to Trade”** and such similar expressions for the purposes of these Bye-Laws shall mean Deals as defined in these Bye-Laws and also refer to Securities transactions that are to be Cleared and Settled through the Clearing Corporation.

2.1.86 **“Underlying”** refers to an asset on which the price of the Derivative contract is based.

2.1.87 **“Warehouse”** means and includes any place of storage, godown, tank, silos, store house, vault etc. where the commodities are capable of being received and stored.

2.1.88 **“Warehouse / Vault Receipt”** means a document, whether in physical or electronic form evidencing a commodity being held in an approved or accredited warehouse.

2.1.89 “**Warehouse Service Provider (WSP)**” means an agency approved and accredited by the Clearing Corporation for the storage and preservation of any Underlying.

## 2.2 Interpretation

2.2.1 Unless the contrary intention is provided for:

- (a) a reference to any gender includes the other.
- (b) words in these Bye-Laws in the singular include the plural and words in the plural include the singular.
- (c) a reference to a ‘time’ is reference to a time as in India unless specified otherwise.
- (d) where a reference is made in these Bye-Laws to any provisions of SCRA or SCRR or the SEBI Act or any other provisions in Law or statute, it is a reference to the said provision as amended from time to time.
- (e) where a reference is made in these Bye-Laws to a statutory provision, it refers to the laws of India.
- (f) a reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted and any reference to any enactment shall include any subordinate legislation made thereunder from time to time.

2.2.2 Headings are for convenience only and shall not affect the interpretation of these Bye-Laws.

2.2.3 Subject to these Bye-Laws, the decision of the Clearing Corporation shall be final in relation to the interpretation of these Bye-Laws against a Clearing Member, any of their affiliated clients (who are Members of the Concerned Exchanges), Clearing Banks, Warehousing entities, Warehouse Service Providers, depositories, vaults or any third party involved in rendering relevant services and the Concerned Exchanges.

2.2.4 In these Bye-Laws, reference to knowledge of a Clearing Member shall include reference to the knowledge of a Director, Controller, shareholder, officer, employee or representative or agent of that Clearing Member or entity or agency referred to in 2.2.3 above as the case may be.

2.2.5 The words and terms defined above shall mean the same when used in lower case in these Bye-Laws, unless the context indicates otherwise.

2.2.6 Words and expressions used in these Bye-Laws but not defined herein shall have the same meaning assigned to them under the relevant Acts and Rules or Regulations made thereunder as the case may be.

2.2.7 These Bye-Laws shall be interpreted in a harmonious manner with a view to complying with the requirements of the Relevant Acts and Rules & Regulations made thereunder, to effectuate the purposes and businesses of the Clearing Corporation and to ensure that all practices in connection with the business of the Clearing Corporation as well as the functions of Clearing and Settlement process of Deals executed on the Concerned Exchanges are conducted in a fair, just, reasonable manner in order to maintain the integrity of the markets, protect the investors trading on the Concerned Exchanges, the Clearing Members of the Clearing Corporation as well as the Concerned Exchange on whose behalf the Clearing and Settlement functions are being carried out.

## 3. APPLICATION OF BYE-LAWS

3.1 These Bye-Laws shall govern the Clearing, Settlement of Deal / Contract and delivery of the Securities traded on the Concerned Exchange(s) that mandate the Clearing Corporation to extend its Clearing and Settlement infrastructure and facilities for clearing and settlement of the Deal / Contracts that are executed on the trading platform of such exchanges.

3.2 These Bye-Laws shall also apply to all types of Market Segments of the Concerned Exchange(s) unless the context requires otherwise or unless otherwise specified by the Concerned Exchanges or the Clearing Corporation from time to time.

3.3 These Bye-Laws shall also apply to:

- a. all Clearing Members of the Clearing Corporation and their Authorised Users where applicable;
- b. the Clearing Members of the Clearing Corporation inter-se;
- c. the Members of the Concerned Exchange who arrange to get themselves affiliated to the Clearing Members of the Clearing Corporation where such exchange has entered into a binding arrangement with the Clearing Corporation to Clear and Settle the Deals that are executed by such Members on the trading platform of such exchange;
- d. the Concerned Exchanges that enter into a binding arrangement or agreement with the Clearing Corporation for facilitating the Clearing and Settlement functions along with all associated and related functions in relation with the Deals / contracts executed on the trading platform of such exchanges;
- e. such other persons or entities including among others one or more Warehouse Service Providers, warehousing entities, depositories and/ or secured vaults, Clearing Banks, Custodians and such other agencies who render appropriate services of the Clearing Corporation and fulfilment of the settlement of the Deals executed on the trading platform of the Concerned Exchanges by its members; and
- f. any other entity or agency as the Relevant Authority may specify or notify from time to time,

3.4 Unless specifically exempted, these Bye-Laws shall apply to all or any of the clearing segments that are operative on or handled by the Clearing Corporation and as may be specified by the Clearing Corporation from time to time.

3.5 Unless otherwise provided under these Bye-Laws, a third party has no rights to enforce any provisions of these Bye-Laws or any Regulations framed thereunder.

#### **4. CLEARING SEGMENTS, SUB-SEGMENTS AND PRODUCTS**

4.1 The Relevant Authority shall have the powers to establish:

- 4.1.1 exchange wise Clearing Segments;
- 4.1.2 Clearing Sub-Segment for Clearing and Settlement of Deals with respect to each such exchange as in 4.1.1 above;
- 4.1.3 Clearing and/or Settlement mechanisms in respect of each Clearing Segment and / or Sub-segment of the Concerned Exchange(s).

4.2 The Relevant Authority may agree to carry out the Clearing and Settlement functions for the Contracts or Securities under such Clearing Segments as are eligible under the SCRA.

4.3 The Relevant Authority shall:

- 4.3.1 determine, alter, change or modify the profile or characteristic of each Clearing Segment, Clearing Sub-segment and/or product on the basis of its own evaluation of the functioning of the product in the market and re-designate or classify the products or Securities for smooth clearing and settlement processes;
- 4.3.2 withdraw or suspend Clearing and /or Settlement functions for any particular Clearing Segment, Sub-segment or Contracts or Security as it may deem fit.

4.4 The Relevant Authority may constitute different divisions for each exchange and/ or Clearing Segments or Sub-Segments, groups of agricultural commodities, metals and other commodities or Securities;

4.5 Subject to the provisions of these Bye-laws, the Relevant Authority shall have powers to frame Regulations in respect of each Clearing segment and/or Sub-segment:

4.5.1 for their efficient functioning and operations;

4.5.2 to regulate the functioning and activities of the Clearing Members of the Clearing Corporation, their authorized representatives or persons, approved users;

4.5.3 to determine settlement and delivery specifications for contracts within each Clearing segment or Sub-segment that is made available for trading on the Concerned Exchange;

4.5.4 to facilitate, in respect of all the obligations that crystallise in respect of Deals on the Clearing Corporation, smooth pay-in and pay-out processes through designated agencies including among others Clearing Banks and Warehouse Service Providers that the Clearing Corporation may appoint, and

4.5.5 to formalize the functioning of all other persons, entities or agencies operating under or through the Clearing Corporation or Clearing Banks or dealings with them inter-se.

## 5. GENERAL

### 5.1 Additional Powers :

5.1.1 The powers of the Board under these Bye-Laws are in addition to the provisions contained in Articles of Association of Clearing Corporation and the relevant statutes.

5.1.2 The Board may conduct, organise, maintain, regulate, control and facilitate the operations of the Clearing Corporation and of all transactions on the Clearing Corporation and towards this it shall grant powers and extend delegated authority to the Relevant Authority.

5.1.3 The Relevant Authority is accordingly empowered to conduct the business of the Clearing Corporation. Without limitation, the Relevant Authority is entitled, pursuant to various provisions in these Bye-Laws or in terms of the provisions of the SCRA and/or SCRR, to:

- a. enter into arrangement with one or more exchanges for clearing and settling Deals/trades done on those exchanges in respect of any or all of the Market Segments that such exchanges may introduce for trading;
- b. specify norms, procedures, terms and conditions for admission to Clearing Membership of the Clearing Corporation;
- c. specify norms for the conduct of Clearing Members with regard to the business of the Clearing Corporation;
- d. decide on the framework for levy of charges on Clearing Members for business transacted through the Clearing Corporation;
- e. specify norms, procedures, terms and conditions for admission of transactions for Clearing and settlement by the Clearing Corporation;
- f. specify norms, procedures, terms and conditions for Clearing and settlement of transactions for different Clearing Segments and for different Securities and Contracts based on the different Clearing Segments of the Concerned Exchanges;
- g. specify terms and conditions of deals to be entered into, and the time, mode and manner for clearing and settlement of securities transactions between Clearing Members or between Clearing Members and their Clients;
- h. specify norms, procedures, terms and conditions for guaranteeing financial settlement by the Clearing Corporation;
- i. prescribe and administer penalties, fines and other consequences, including suspension or expulsion of Clearing Members from the Clearing Corporation for Defaults;
- j. specify norms, procedures, terms and conditions for imposition and administration of different types of margins that may be imposed by the Clearing Corporation from time to time;

k. decide on the framework to levy fees, system usage charges, deposits and other monies payable to the Clearing Corporation by Clearing Members and the scale of Clearing and other charges that may be collected by the Clearing Members from their Clients

l. specify norms for supervision of clearing operations and specify Codes of Conduct for Clearing Members

m. determine norms for administration, maintenance and investment of funds of the Clearing Corporation including corpus of Settlement Guarantee Fund and other funds;

n. specify norms, terms and conditions, functioning and procedures for clearing and settlement through depository(ies) or other arrangements including custodial services for Clearing and settlement;

o. determine the manner of empanelment, operations and interfacing with exchanges, Warehouse Service Providers, Warehousing entities, custodians, Depository(ies) and Clearing bank(s);

p. determine norms and procedures for availing services from Warehouses and Warehouse service providers for physical delivery of the Underlying commodities and from surveyors, assaying agencies, quality testing and certification laboratories/agencies and other appropriate authorities and agencies;

q. conduct inspection and audit of records and books of accounts of the Clearing Members;

r. investigate the financial condition, business conduct and dealings of the Clearing Members;

s. specify terms for appointment and dissolution of different Committee(s) of the Clearing Corporation;

t. carry out settlement of disputes, complaints, claims arising between Clearing Members inter-se as well as between Clearing Members and persons who are not Clearing Members relating to any deal in securities cleared and settled through the Clearing Corporation including settlement by arbitration;

u. specify norms, procedures, terms and conditions for arbitration;

v. decide on the framework to impose penalties for non-compliance with or contravention of these Bye-Laws, the Rules, Regulations and Circulars of the Clearing Corporation or that of SEBI;

w. specify norms, procedures, terms and conditions in respect of, incidental to or consequential to close out of deals

x. specify the processes for expulsion or suspension of the Clearing Members;

y. declare any Clearing Member as a defaulter or impose suspension or terminate from Clearing Membership of the Clearing Corporation

z. exercise its powers in such other matters in relation to the Clearing Corporation as may be specified under the provisions of the Memorandum and/or Articles of Association or these Bye-Laws or as may be necessary or expedient for the maintenance, control, management, regulation and facilitation of the operations of the Clearing Corporation.

aa. disseminate information and make announcements;

bb. any other matter as may be decided by the Board.

## **5.2 Powers to amend Bye-Laws**

Subject to the requirements set out under the Relevant Acts or as approved by SEBI, the Clearing Corporation may from time to time amend all or any part of these Bye-Laws as may be deemed necessary or appropriate.

## **5.3 Power to issue Notices and Circulars / Power to Prescribe Enabling Provisions**

5.3.1 The Relevant Authority may, from time to time, issue clarifications / directives /Notices and/or Circulars, as may be required from time to time, to remove any difficulties or ambiguity in implementing the provisions of any of the Bye- Laws of the Clearing Corporation and Regulations framed thereunder, which shall have the same effect as these Bye-Laws and the Regulations.

5.3.2 Any non-compliance or violation of such clarifications/ directives/Notices and/or Circulars shall be deemed to be a contravention of these Bye-Laws.

#### **5.4 Board's power to delegate**

##### **5.4.1 Board**

5.4.1.1 The Board is responsible for the governance of the Clearing Corporation pursuant to these Bye-Laws.

5.4.1.2 The Board may delegate such of its powers, authorities and functions to such directors, officers, employees, persons and to such Committees as it may authorise from time to time.

5.4.1.3 The Board may delegate one or more of the functions in provision 5.1.3 to the Relevant Authority of the Clearing Corporation for effective and timely decision making and implementation.

##### **5.4.2 Committees**

The Board or the Relevant Authority may appoint such Committees, as it may deem fit, to advise it on matters in relation to the operations and Regulatory affairs of the Clearing Corporation as per the provisions of SCRR.

##### **5.4.3 Powers of Committees**

Each Committee shall have such powers as may be delegated by the Board or delegated to it under these Bye-Laws or the Rules of the Clearing Corporation.

#### **5.5 Jurisdiction and governing law**

5.5.1 These Bye-Laws shall be governed by and construed in accordance with the laws of India. Save as provided under these Bye-Laws and irrespective of the location of a Clearing Member of the Clearing Corporation or any of the entities rendering any service to the Clearing Corporation and its Clearing Members towards completing the Clearing and Settlement functions as referred to in 2.1 above, the courts in Mumbai shall have the exclusive jurisdiction to determine any dispute with the Clearing Corporation in relation to or arising from these Bye-Laws.

5.5.2 All Deals admitted by the Clearing Corporation for Clearing and Settlement shall be deemed to have been entered into exclusively in the city of Mumbai and courts in Mumbai shall have exclusive jurisdiction with regard to such deals, admitted on the Clearing Corporation.

5.5.3 Clearing Members are liable for due fulfilment of their obligations to the Clearing Corporation as may be specified by the Relevant Authority, whether such obligation be for account of the Clearing Member or on account of a Constituent.

5.5.4 The Clearing Corporation shall be entitled to bring an action in any court of competent jurisdiction against a Clearing Member to enforce the obligations of a Clearing Member which may arise under or in connection with these Bye-Laws, a judgment, an award or an order.

5.5.5 Any dispute between a Clearing Member of the Clearing Corporation and its constituents may be referred to any court in India depending on the location of the said Client provided the Clearing Corporation is not being made a party to the dispute.

#### **5.6 Governing language**

All Rules, Notices, writings, Circulars, instructions and documents issued by the Clearing Corporation under these Bye-Laws in relation to the operation and functions of the Clearing

Corporation shall be in the English language. For the convenience of Clearing Members, the Clearing Corporation may publish Notices and/or Circulars in any other language in addition to English. In case of any discrepancy between the different versions of any Notice and/or Circular, the English version shall prevail.

### 5.7 Records for evidence

The records of the Clearing Corporation as maintained by:

- a central processing unit or a cluster of processing units or,
- computer processing units or,
- any other system of the Clearing Corporation, or,
- in any register, magnetic storage units, electronic storage units, optical storage units, or,
- in any other manner, or,
- on any other accepted media and

transmitted to it by the Concerned Exchange in respect of trades executed on the trading platform of the said exchange and requiring the facilities of the Clearing Corporation, shall constitute the agreed and authenticated record for computing the rights and obligations of its Clearing Members inter-se towards completing the process of clearing and settlement.

### 5.8 Limitation of liability

5.8.1 The Clearing Corporation shall have no liability, obligation or duty to any Clearing Member, any of their clients or any third party, including but not limited to, as a result of:

- a. any force majeure event which is beyond the reasonable control of the Clearing Corporation;
- b. any losses or damages, including consequential losses and damages incurred or which may arise directly or indirectly with respect to the activities and functions of the Clearing Corporation;
- c. any failure, omission or error on the part of the Clearing Corporation including any losses or damages with respect to Clearing and Settlement through the infrastructure of the Clearing Corporation or suspension, interruption, cancellation or closure of the Clearing Corporation or any inoperability or malfunction of any equipment, software, computer system or any other product operated, supplied or used by the Clearing Corporation;
- d. any decision of the Disciplinary Action Committee or Defaulters' Committee exercising their powers or the Clearing Corporation accepting a Clearing Member's resignation or the Clearing Corporation's decision to suspend or terminate the membership of any Clearing Member or declare any Clearing Member to be a Defaulter Member;
- e. the exercise or failure to exercise any discretion or rights under these Bye-Laws by the Clearing Corporation.

5.8.2 Without prejudice to any other limitation or exclusion of liability:

5.8.2.1 in the event of a Declared Default, the liability of the Clearing Corporation shall be limited to net losses suffered by any Clearing Member not in default resulting from the substitution of the Clearing Corporation by way of Novation in respect of the transactions between Clearing Members; and

5.8.2.2 except as expressly provided in 5.8.2.1, the Clearing Corporation shall not have any liability or obligation to any Client of a Clearing Member or any person that such Client may be liable to or has any obligation to, nor shall the Clearing Corporation be liable for any obligations or liabilities of a Clearing Member to any person (including any non-Clearing Members of the Clearing Corporation), or any obligations of a Clearing Member to any other Clearing Member other than liabilities of the Clearing Corporation as a central counterparty.

### 5.8.3 Immunity and Protection for acts done in good faith

No claim, suit, prosecution or any other legal proceedings shall lie against the Clearing Corporation or any of its directors, officers, employees or any other duly authorised persons acting for and on behalf of the Clearing Corporation, in respect of anything which is done or intended to be done or omitted in good faith in exercise of any power under these Bye-Laws or Regulations made thereunder, Rules, Circulars and/or Notices or in pursuance of any order or any other kind of communication received by the Clearing Corporation in writing from any court, tribunal, Government, SEBI, or any other competent regulatory or revenue authority empowered under any law or delegated legislation.

### 5.8.4 Indemnity

5.8.4.1 Every Clearing Member shall indemnify and keep indemnified the Clearing Corporation against all losses, costs, expenses, damages, injuries and liabilities whatsoever incurred by the Clearing Corporation where such losses, costs, expenses, damages, injuries and liabilities arose out of or in connection with any violation by the Clearing Member (including its present and past directors, officers, employees, agents, clients) of its obligations under these Bye-Laws or the Regulations made thereunder or the Rules or violation of any applicable law or any unlawful, wilful, reckless or negligent act or omission of the Clearing Member (including its present and past directors, officers, employees, agents and Clients).

5.8.4.2 Each Clearing Member shall indemnify and hold the Clearing Corporation harmless for the full amount awarded under any judgment, settled or paid by the Clearing Corporation in respect of any legal or administrative proceeding brought against the Clearing Corporation as a result of an alleged violation of any applicable law or these Bye-Laws by such Clearing Member or as a result of an alleged failure of the Clearing Corporation to detect, prevent or otherwise act against such alleged violation.

5.8.4.3 Each exemption from liability, defence or immunity to the Clearing Corporation or to which the Clearing Corporation is entitled under these Bye-Laws shall also be available and shall extend to protect directors, officers, employees or agents of the Clearing Corporation.

### 5.8.5 Confidentiality

Confidential information that is received and obtained under these Bye-Laws or the Regulations made thereunder shall not be disclosed by the Clearing Corporation or by any of its directors, officers, employees or agents or by a person coming into possession of the information. The Clearing Corporation shall take all necessary steps to preserve and protect the confidential information. The Clearing Corporation shall however, be entitled to disclose confidential information in all or any of the following circumstances:

- a. for the purpose of compliance with any applicable law, Rule or regulation;
- b. for the purpose of the Clearing Corporation to institute, carry on or defend any proceedings including any court proceedings; or
- c. in relation to the enforcement of that Clearing Member's obligations under these Bye-Laws or the Regulations made thereunder and the Rules of the Clearing Corporation.

### 5.8.6 Force Majeure

5.8.6.1 The Clearing Corporation shall not be liable for any harm, loss, damage or injury caused by it to any person if such harm, loss, damage or injury is caused by conditions beyond its control. Such events or causes include war, riots, acts of God, civil disturbances, terrorism, acts of a civil or military authority, embargoes, fires, labour disputes, natural calamities like floods, cyclones, tsunami, explosions, accidents, mechanical breakdowns, computer or system failures or other failures of equipment, any failure or interruption of any network, telecommunication equipment or online system, any failure or interruption of power supply, any failure in the utility of service provider, any failure of or defect in



computer or software systems, change of law, interruption or suspension or insolvency or bankruptcy of any bank, financial institution, depository or custodian, market emergency, closure of any market or cessation of trading by any of the Concerned Exchanges including any clearing segments or sub-segments handled by the Clearing Corporation on behalf of the Concerned Exchanges.

5.8.6.2 Notwithstanding anything contained in sub clause 5.8.10.1 above, any failure on the part of the Clearing Corporation which is caused by conditions beyond its control shall not in any way reduce, alter, limit or affect the liability of a Clearing Member in respect of any transaction entered into or executed through the systems of the Clearing Corporation by such Clearing Member.

5.8.6.3 Notwithstanding the above, the Clearing Corporation shall, on its own or in consultation with the Concerned Exchange be entitled to require any Clearing Member to take such actions, including but not limited to closing out of all or any of the Security transactions attributable to a Clearing Member or the Clients affiliated to the said Clearing Member as the Clearing Corporation may direct in respect of the Security transactions affected by the force majeure event.

#### **5.8.7 Severability**

In the event of any provision of these Bye-Laws being rendered void or unenforceable by reason of any statutory amendment, re- enactment, notification or judicial decision or pronouncement by any competent court, tribunal, regulatory authority or SEBI, such provision shall to the extent required, be severed and rendered ineffective without in any way affecting the validity or enforceability of the rest of the provisions of these Bye-Laws which shall continue to apply with full force and effect, provided further that the action already taken earlier under such provision(s) shall remain unaffected.

### **6. ARBITRATION BETWEEN CLEARING MEMBERS OF THE CLEARING CORPORATION, OTHER INTERMEDIARIES AND CLIENTS**

All claims, differences or disputes between the Clearing Members inter-se and between the Clearing Members and their Clients or Constituents arising out of or in relation to any of the processes and procedures adopted and implemented by the Clearing Corporation in accordance with these Bye-Laws, the Rules and/or the Regulations made under these Bye-Laws or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfilment or the rights, obligations and liabilities of the parties thereto and including any question of whether any transactions and contracts have been entered into, shall be submitted to arbitration in accordance with the provisions of these Byelaws, and Regulations made thereunder and the Rules of the Clearing Corporation. The Clearing Corporation shall be entitled to facilitate arbitration processes for such disputes between the parties as mentioned in provision 3.3 of these Byelaws, by adopting such procedures as prescribed in these Bye-laws, the Rules and/or the Regulations made under these Bye-Laws or Notices and Circulars issued by it. For that purpose, the Relevant Authority or a Committee constituted by the Clearing Corporation may provide for :

- a. norms, procedures, forms, jurisdiction, terms, conditions and scale or slabs of arbitration fees and other charges for reference to arbitration, places where arbitration proceedings may be facilitated;
- b. deciding on the eligibility criteria for persons to be appointed as Arbitrators;
- c. constituting a panel of Arbitrators;
- d. determining a suitable and effective Code of Conduct for all members of the Arbitration panel.
- e. fixing the size of the Arbitral bench visa vis the quantum or magnitude of the dispute so referred to;

- f. appointment of arbitrators, substitute arbitrators and umpires as the case may be;
- g. determining the limitation period for referring matters to the arbitration mechanism of the Clearing Corporation;
- h. determining the procedure for serving notice of hearing and adjournment of hearings and communications to the parties and witnesses;
- i. procedure for appearance, hearing, filing of information and counter claims and taking witnesses and evidence of assessors and experts;
- j. procedure for issue of arbitration awards;
- k. procedure for implementing the award of the Arbitration proceedings;
- l. procedure for preferring an appeal against Arbitration proceedings or an award;
- m. procedures and manner for preservation of documents and records;
- n. manner and periodicity of publishing the data related to arbitration on the web site of the Clearing Corporation;
- o. manner of publishing the arbitral Awards on the web site of the Clearing Corporation;
- p. any other matter incidental or that may be necessary to effectually govern the requirements of Arbitration mechanism.

The Relevant Authority shall be guided by the prescriptions of SEBI in the manner of conducting the Arbitration procedures.

## 7. MEMBERSHIP OF CLEARING CORPORATION

### 7.1 Membership Eligibility

7.1.1 The Clearing Corporation may classify its Clearing Members on the basis of the functional aspects of a particular type of Clearing Member which may include those who would clear and settle deals/ trades transacted or dealt:

- a. on the Concerned Exchange by the said Member in its capacity as a Trading Member in a particular Market Segment of a Concerned Exchange; and
- b. on the Concerned Exchange by the said Member in its capacity as a Trading Member in a particular Market Segment of a Concerned Exchange and/or by the Affiliated Trading Members;
- c. on the Concerned Exchange by the Affiliated Trading Members who are referred to as Constituents of the Clearing Member.

7.1.2 The Relevant Authority shall, from time to time, prescribe or lay out the eligibility criterion for admission to the Clearing Membership of the specific Clearing Segments of the Clearing Corporation.

7.1.3 Subject to these Bye-Laws and the relevant Regulations made thereunder and the Rules of the Clearing Corporation, the Clearing Membership to the different Clearing Segments shall entitle a Clearing Member to exercise such rights and privileges attached to such Clearing Membership category and/or Clearing Segment, subject to the Clearing Member meeting and/or remitting all the required fees, contributions, charges, deposits or other deposits, funds or monies as may be prescribed from time to time by the Clearing Corporation.

7.1.4 Clearing Membership status and rights are not transferable without the prior written approval of the Clearing Corporation.

### 7.2 Transfer, Transmission, Surrender, Resignation of Membership of the Clearing Corporation

Subject to these Bye-Laws, the requirements of SEBI, the Relevant Authority may from time to time, prescribe terms and conditions in respect of matters concerning the Transfer or the Transmission of Clearing Membership of the Clearing Corporation, or the decision of a

Clearing Member to surrender or withdraw / resign from the Clearing Membership of the Clearing Corporation;

### **7.3 Suspension and / or Termination of Clearing Membership of the Clearing Corporation**

Without prejudice to the rights of the Clearing Corporation or the Disciplinary Action Committee under these Bye-Laws, the Rules and the Regulations made there under a Clearing Member's rights and privileges may be suspended either in whole or in part or terminated where the Clearing Member has breached, failed to meet or violated certain requirements that may be prescribed by the Relevant Authority from time to time and the consequence of such breach, failure or violation is suspension or termination of the Clearing Membership.

### **7.4 Fees and Security Deposits and other Payments**

7.4.1 Upon admission of a Clearing Member to the Clearing Corporation and towards the continued Membership, the Clearing Member shall pay such fees, security deposits and other monies as may be specified by the Relevant Authority from time to time.

7.4.2 The fees, security deposits, other monies and any additional deposits as may be paid by the Clearing Member to the Clearing Corporation from time to time, whether in the form of cash, bank guarantee, commodity, securities or otherwise, shall be subject to a first and paramount lien towards any sum due to the Clearing Corporation and all other claims against the Clearing Member for fulfillment of obligations and liabilities of the said Clearing Member arising out of or incidental to any transaction made or attributable to the said Clearing Member subject to the Bye-Laws, Rules and Regulations of the Clearing Corporation.

7.4.3 The Clearing Corporation shall be entitled to adjust or appropriate such fees, deposits and other monies for such dues and claims, to the exclusion of the other claims against the said Clearing Member, without any reference to the Clearing Member. The proceeds arising out of invocation of the bank guarantees furnished by the Clearing Member in lieu of security deposits or additional deposits, on being invoked by the Clearing Corporation, shall not be reckoned as part of the Clearing Member's deposits for the purpose of exposure, etc., unless the Clearing Member complies with the conditions imposed by the Relevant Authority from time to time.

### **7.5 General and prudential requirements**

7.5.1 An Applicant Clearing Member shall not be entitled to exercise any of the rights or privileges of Clearing Membership unless it:

7.5.1.1 has paid in full the non-refundable Clearing Membership fees, annual fees and any other charges, deposits or fees as may be specified by the Clearing Corporation,

7.5.1.2 meets the applicable minimum capital and financial requirements specified in the Rules and /or Circulars issued by the Relevant Authority and/or

7.5.1.3 has obtained permission or is exempted under the Relevant statutes from holding licence / authorization / recognition.

7.5.2 A Clearing Member of any Clearing Segment shall clear and settle Deals/ transactions made on a Concerned Exchange and attributable to it as a Clearing Member pertinent to a particular Clearing Segment:

- a. on its own account or
- b. on behalf of its Clients and/or
- c. on behalf of its affiliated Constituents

in terms of its scope as a Clearing Member in such manner and mode and subject to such terms and conditions and procedures as may be prescribed for the Clearing Member for the respective Clearing Segments.

## 8. CLEARING AND SETTLEMENT

### 8.1 Admission of Deals

8.1.1 The Clearing Corporation shall clear and settle deals in Securities that are admitted under a particular Market segment for trading on the Concerned Exchanges provided the said Securities are accepted by Clearing Corporation to be cleared and settled.

8.1.2 Notwithstanding the above provision 8.1.1, the Clearing Corporation may, at any time decline to accept a Security for clearing and settlement, or may impose conditions on the acceptance of the Security, after recording the reasons thereof, and shall notify any such decision to its Clearing Members and the Concerned Exchanges.

8.1.3 Unless otherwise provided in these Bye-Laws, a Clearing Member shall accept and clear all deals in Securities of each of its Clients.

8.1.4 The Relevant Authority shall have the powers to suspend at any time the admission of a Clearing Segment or any Securities within a Clearing Segment for Clearing and Settlement for such period as it may determine and reinstate such Clearing Segments or Securities subject to such conditions as it may deem fit.

8.1.5 The Relevant Authority may where it deems necessary withdraw the admission of a Clearing Segment or any Securities of the Exchange for Clearing and Settlement either for breach or non-compliance with any of the conditions or requirements of the Clearing Corporation.

8.1.6 The Clearing Corporation may reinstate a Clearing Segment or readmit Securities of the Exchange for Clearing and Settlement subject to such conditions as it may specify.

8.1.7 The Clearing Corporation may permit in appropriate cases from time to time specific transactions to be cleared and settled through the Clearing Corporation in case of Securities which are not admitted or are for the time being prohibited or suspended as it deems fit.

8.1.8 The Relevant Authority may grant admission of deals dealt on the Concerned Exchange provided all the conditions and requirements including the conditions and requirements prescribed by the Relevant Authority are duly fulfilled by the concerned parties.

### 8.2 Arrangement for Clearing and Settlement

8.2.1 Clearing and settlement of deals in respect of each Market Segment or Securities of the Concerned Exchange admitted for Clearing and Settlement shall be effected by the concerned Clearing Members by adopting and using such arrangements, systems, or procedures and through such agencies as may be prescribed or specified by the Relevant Authority from time to time. Without prejudice to the generality of the above, the Relevant Authority may prescribe or specify from time to time such custodial, depository, Clearing Bank, warehousing and other services for adoption and use by Clearing Members and their constituents to facilitate smooth operation of the clearing and settlement arrangement or system.

8.2.2 The Clearing and Settlement function may be performed by the Clearing Corporation on its own or it may take assistance of any agency identified by the Relevant Authority for any purpose to facilitate completion of all processes.

8.2.3 Save as otherwise expressly provided in these Bye-Laws, Rules and Regulations, when funds and Securities are Cleared and/or Settled under a prescribed arrangement:

8.2.3.1 the Settlement responsibility shall rest solely upon the counter parties to the contract and/or the concerned Clearing Members as the case may be, and

8.2.3.2 the Clearing Corporation shall act as the common facilitator or agent, as may be applicable, of the Clearing Members for receiving or giving delivery of Securities and where applicable the Underlying in respective of delivery obligations under Derivatives Contracts and for receiving and paying funds.

8.2.4 The Clearing Corporation shall undertake to guarantee the financial settlement of all Deals duly executed on the Trading Platform of the Concerned Exchange irrespective of the failure on the part of or default by or insolvency of the corresponding Clearing Member;

Provided however, that the settlement guarantee by the Clearing Corporation shall extend only:

- i. to its own Members, and
- ii. to those transactions that have been executed, registered, and accepted for Clearing and Settlement by the Clearing Corporation after having been transmitted to it by the Concerned Exchange, and
- iii. to those Members who are not in default in their financial obligations to the Clearing Corporation or the Concerned Exchange;

**Provided further that :**

a. the Clearing Corporation shall not be deemed to guarantee the title, ownership, genuineness, regularity or validity of any Security including any Underlying or any document passing through the Clearing House as performance of delivery obligation, the object of maintaining the Clearing House being to facilitate the smooth and swift delivery and payment in respect of the funds and Securities or documents between its Members.

b. the nature of the guarantee by the Clearing House is strictly financial, that is:

i. the Selling Clearing Member will be assured by the Relevant Authority of the payment of the settlement price fixed on the delivery/expiry date after the Clearing Corporation is satisfied that the delivery has been completed; and

ii. the Buying Clearing Member will be assured of either a delivery of the relevant Securities/ underlying or upon failure of the Selling Clearing Member to give delivery of the Securities/ underlying, the price difference and the applicable share of monetary penalty as specified in the Circulars issued by the Clearing Corporation from time to time.

### 8.3 Operational Parameters for Clearing

8.3.1 The Clearing Corporation may specify and announce from time to time operational parameters relating to Clearing and settlement of Securities through the Clearing Corporation which the Clearing Members shall adhere to. The operational parameters may, inter- alia, include:

- a. clearing limits allowed, which may include clearing limits with reference to Net-worth and/or capital adequacy norms;
- b. clearing volumes and limits at which it will be incumbent for Clearing Members to intimate the Clearing Corporation;
- c. fixation of delivery lots for different settlement types;
- d. other matters which may affect smooth operation of Clearing and Settlement of Securities keeping in view larger interest of the investors;
- e. types of transactions permitted for a Clearing Member;
- f. determining functional details of the clearing and settlement system including the system design, user infrastructure and system operation;
- g. Collection of margins from Clients and reporting collection of the same.

8.3.2 In the matter of a deliverable Commodity Derivatives Contracts, the Clearing Corporation shall ensure that all parameters that have been stipulated by the Concerned Exchanges in the attributes of an Underlying, including among others the determination of 'basis' variety and deliverable varieties for different commodities, "on" and "off" allowances for tendering varieties other than the basis, contract (delivery) months, delivery periods, delivery centres, tender days shall be met by the Delivering Clearing Member. The Relevant

Authority shall, through the Regulations and the Circulars and Notifications issued from time to time lay out all:

- requirements that a Delivering Clearing Member will need to fulfil in this regard including the applicable allowances if any;
- procedure for settlement of disputes relating to quality, price and delivery.

#### 8.4 Clearing Banks

##### 8.4.1 Appointment of Clearing Bank(s)

8.4.1.1 The Clearing Corporation shall appoint Clearing Bank(s) from time to time for the purpose of daily and final Settlement, for the collection of deposits, Margins, and other amounts for all transactions entered into through the Clearing Corporation and any other funds movement between Clearing Members and the Clearing Corporation.

8.4.1.2 The Relevant Authority shall specify from time to time the processes, account types, procedures and operations that every Clearing Member shall be required to follow for the purpose of funds settlement through their accounts maintained with the Clearing Bank(s). The Clearing Corporation shall have the power to enter into necessary arrangement with financial institutions or entities such as banks for conducting clearing and settlement operations.

##### 8.5 Novation

8.5.1 Upon a deal relating to a Security transacted on the Concerned Exchange being reported to the Clearing Corporation for Clearing and Settlement, the relevant Deal shall be passed on to the Clearing Corporation. The Clearing Corporation shall then become the Central Counterparty for each such Deal.

8.5.2 Novation shall result in two contracts, one between the Selling Clearing Member and the Clearing Corporation, and the other between the Clearing Corporation and the Buying Clearing Member. Each separate contract resulting from such Novation shall be identical to the original contract except that the Clearing Corporation shall be substituted as and shall assume the position, and accordingly the rights and liabilities, of Selling Clearing Member to the Buying Clearing Member and conversely, the position, and accordingly the rights and liabilities, of Buying Clearing Member to the Selling Clearing Member.

8.5.3 The Clearing Corporation shall be entitled to rely conclusively on the accuracy and authenticity of any and/or all information and data regarding any Deal or transaction submitted to the Clearing Corporation by or on behalf of the Concerned Exchange or any Clearing Member, whether or not a Clearing Member has in fact authorised the submission of such information or data so submitted.

8.5.4 Each Open Position (whether designated to a proprietary position or a Client position of a Clearing Member) when accepted by the Clearing Corporation for Clearing and Settlement shall be between the Clearing Corporation and a Clearing Member as principal to principal.

8.5.5 No other person or any third party, including any Exchange Member who is a Client of the Clearing Member, or otherwise, shall have any rights under any Open Position between the Clearing Member and the Clearing Corporation.

8.5.6 Nothing in these Bye-Laws shall be regarded, treated or otherwise interpreted as:

- a. imiting, diminishing, modifying or otherwise affecting the relationship between the Clearing Corporation and a Clearing Member.
- b. obliging or requiring the Clearing Corporation to recognize any right or entitlement of any third party.

8.5.7 Transactions where the Clearing Corporation shall not act as a Legal Counter Party:

8.5.7.1 If on an investigation, the Concerned Exchange concludes that either all the transactions or part thereof in any Contract executed on its trading platform or any of its other trading systems, have been executed in a fraudulent manner and/ or are placed as financial transactions or structured deals and/or with a design to defraud the Settlement Guarantee Fund operated by the Clearing Corporation, the Relevant Authority of the Clearing Corporation, upon receiving a report from the Concerned Exchange, shall have absolute authority and discretion to withdraw itself as a legal Counter Party to such Deal/ transaction or set of transactions:

8.5.7.2 Provided that where the Relevant Authority decides to exercise its discretion to withdraw itself as a legal Counter Party to any such transaction, either in full or in part, and /or either from both sides or single side of the transaction, it shall afford an opportunity of being heard to all the parties affected or likely to be affected by such decision. The decision taken by the Relevant Authority thereafter shall come into force forthwith and shall be final and binding on all the parties concerned.

## **8.6 Delivery of Securities and/or Underlying**

8.6.1 Clearing, settlement and delivery of Securities that is traded on the Concerned Exchanges shall be made through the Clearing Corporation. Any Underlying bought or sold under any Security that is traded on the Concerned Exchanges shall be delivered or settled, in accordance with the Bye-Laws, Rules and Regulations, notifications and Circulars of the Concerned Exchanges and the provisions of these Bye-Laws, Rules, Regulations and circulars made thereunder.

8.6.2 The Deals/transactions may be categorized by the Clearing Segments, kinds of trades, basis, mode and manner of settlement into different settlement types and cycles by the Clearing Corporation and notified through Circulars from time to time.

8.6.3 The obligations of Clearing Members arising therefrom for effecting delivery of Securities and / or Underlying and payment of funds shall constitute the settlement obligations of the Clearing Member.

8.6.4 Where applicable, Delivery of Securities or the respective underlying in respect of settlement obligation of Deals/ transactions shall be through the Depository or Warehouses/ vaults or through such other mechanism as the case may be and in such manner and at such place(s) as prescribed by the Relevant Authority from time to time.

8.6.5 The Relevant Authority shall specify from time to time, the securities, documents and papers which, when delivered in prescribed manner, shall constitute good delivery. Where circumstances so warrant, the Relevant Authority may determine, for reasons to be recorded, whether or not a delivery constitutes a good delivery, and such findings shall be binding on parties concerned. Where the Relevant Authority determines that a delivery does not constitute a good delivery, the delivering party shall be required to substitute such delivery with the good delivery acceptable to the Relevant Authority within such time as may be specified.

8.6.6 Delivery under these Bye-Laws may, subject to the relevant Contract Specifications, include the tender and receipt of any Underlying or approved warehouse/ vault receipts or any other documents as set out in the Contract Specifications.

8.6.7 Notwithstanding anything in these Bye-Laws, failure to make or take delivery in accordance with the Contract specifications will be deemed as a breach of these provisions or the Rules framed by the Clearing Corporation with regard to the relevant Clearing Segment and may subject the Clearing Member in default to disciplinary proceedings.

8.6.8 The norms and procedures for delivery with respect to market lot, odd lot, minimum lot, part delivery, delivery of partly paid securities etc., shall be as prescribed by the Relevant Authority from time to time.

8.6.9 The requirements and procedures for determining disputed deliveries or defective deliveries, and measures, procedures and system of resolving the dispute or defect in deliveries or of consequences of such deliveries or their resolution shall, subject to these Bye-Laws and Regulations, be as prescribed by the Relevant Authority from time to time.

8.6.10 The payment of funds in respect of settlement obligations of Deals/ transactions for the Clearing Member shall be through the Clearing Bank(s).

## **8.7 Clearing Days, Clearing Hours and Scheduled Times**

### **8.7.1 Clearing Days and Scheduled Times**

The Clearing Corporation shall from time to time fix the various Clearing days including the pay-in and pay-out days and the time schedule to be observed in connection with the Clearing and Settlement operations. The Clearing Corporation may, from time to time, specify different time schedules for different Exchanges or Market/ Clearing Segments or Securities.

### **8.7.2 Clearing Hours**

The hours for clearing and settlement of deals in different Clearing Segments of the Clearing Corporation shall be such as may be decided by the Relevant Authority from time to time. The Relevant Authority may, from time to time, specify clearing hours for different types of deals in one Clearing Segment and/or in different Clearing Segments or different Exchanges.

### **8.7.3 Changes to Clearing Days and Time Schedules:**

8.7.3.1 The Relevant Authority may at any time pre-pone, extend, alter or postpone from time to time the clearing days and time schedules for different Exchanges, Market/ Clearing Segment or Securities.

8.7.3.2 Notwithstanding anything to the contrary contained in these Bye-Laws, the Clearing Corporation may for reasons to be recorded;

a. extend or postpone the time for Clearing and/or Settlement performance of Securities in any deals wherever in its opinion such action is called for in public interest or by just and equitable principles of trade or when circumstances beyond the control of either or both of the contracting parties make such action desirable.

b. extend or postpone in any particular case, the time for the settlement performance of a Security from any one Clearing schedule to the ensuing Clearing schedule.

c. In the event of multiple settlements on a single day because of intervening holidays or otherwise, the transactions shall be cleared and settled on a sequential basis or any other basis as may be specified by the Clearing Corporation.

8.7.3.3 The Clearing Corporation may declare a list of holidays in a calendar year. The Clearing Corporation may from time to time alter or cancel any of the holidays fixed in accordance with these provisions. It may, for reasons to be recorded, suspend Clearing and Settlement operations in any Clearing Segment on days other than or in addition to holidays.

## **8.8 Clearing and Settlement:**

8.8.1 Clearing and Settlement of deals on the Concerned Exchanges for each Clearing Segment may be on netted basis or gross basis or trade-for-trade basis or any other basis as may be specified by the Relevant Authority from time to time.

8.8.2 "Netting" means the determination by Clearing Corporation of net payment or delivery obligations of each Clearing Member by setting off or adjustment of the inter-se obligations or claims arising out of buying and selling of Securities including the claims and obligations arising out of the termination by the Clearing Corporation or Stock Exchange of the transactions admitted for settlement at a future date, in such circumstances as the Clearing Corporation may specify in bye-laws, so that only a net claim be demanded, or a net obligation be owed.



### 8.8.3 Settlement and Netting

8.8.3.1 The payment and settlement in respect of a Deal or transaction on the trading platform of the Concerned Exchange shall be determined in accordance with the netting or gross procedure as specified in the respective bye-laws of the Concerned Exchange and the Clearing Corporation, with the prior approval of SEBI.

8.8.3.2 Payment and settlement in respect of a transaction between parties referred above shall be final, irrevocable and binding on such parties.

8.8.3.3 When a settlement has become final and irrevocable, the right of the Concerned Exchange or the Clearing Corporation, as the case may be, to appropriate any collaterals or deposits or margins contributed by the affiliated constituent / Trading Member, Clearing Member or client towards its settlement or other obligations in accordance with the bye-laws of the Concerned Exchange or Clearing Corporation shall take priority over any other liability of or claim against the said affiliated constituent/Trading Member, Clearing Member or client, as the case may be.

*Explanation.*— For removal of doubts, it is hereby declared that the settlement, whether gross or net, referred to in this bye-law is final and irrevocable as soon as the money, securities or other transactions payable as a result of such settlement is determined, whether or not such money, Securities or the relevant underlying are actually paid or delivered.

8.8.4 The Clearing Corporation shall have the right to recover the dues of any of its Clearing Members in one or more Clearing Segments from the collaterals, deposits and the assets of such Clearing Member available with the Clearing Corporation across Clearing Segments and such right shall have priority over any other liability of or claim against the said Clearing Member

### 8.8.5 Final Settlement of Contract

8.8.5.1 The funds relating to the Final Settlement in respect of Contracts as decided by the Clearing Corporation are debited by the Clearing Bank from the Clearing and Settlement account of the Clearing Member concerned in fulfilment of the complete pay-in obligations of the Clearing Member.

8.8.5.2 Settlement of Deliverable Futures Contract is considered to be completed when the Clearing Corporation shall direct, and the Selling Clearing Member and the Buying Clearing Member shall respectively make and take delivery of the Underlying, in relation to Open Contracts which are Deliverable Contracts pursuant to the Exchange Rules, the Contract Specifications that are applicable to such Underlying or Contract.

### 8.8.6 Daily Settlement Price

8.8.6.1 The Relevant Authority of the Clearing Corporation in or without consultation of the Concerned Exchange shall, at the close of trading hours, determine the Daily Settlement Price for each Security.

8.8.6.2 The Daily Settlement Price so determined by the Clearing Corporation shall be binding on all Clearing Members.

8.8.6.3 Notwithstanding anything in these Bye-Laws, the Relevant Authority reserves the right to amend daily, the settlement prices of any Security where it deems fit.

### 8.8.7 Inability to declare Daily Settlement Price

If in the opinion of the Relevant Authority a situation or practice may prevent or has prevented the determination of the Daily Settlement Price for a Security or a group of Securities in accordance with the relevant Contract Specifications, the Relevant Authority may take any steps it deems necessary in the circumstances to correct such situation so as to enable the Daily Settlement Price to be determined and declared and may give directions to Clearing Members accordingly.

#### 8.8.8 Final Settlement Price

The Final Settlement Price shall be such price as may be specified by the Relevant Authority.

#### 8.8.9 Closing Out

8.8.9.1 A Deal on the Concerned Exchange admitted by the Clearing Corporation for clearing and settlement may be Closed Out on failure of a Clearing Member to comply with any of the provisions relating to delivery, payment and settlement of deals or on any failure to fulfill the terms and conditions subject to which the deal has been made, or such other circumstances as the Relevant Authority may specify from time to time.

8.8.9.2 The said Deal may be Closed Out by the Clearing Corporation in such manner, within such time frame and subject to such conditions and procedures as the Relevant Authority may prescribe from time to time.

8.8.9.3 Without prejudice to the generality of the foregoing, the Relevant Authority may Close Out deals, inter alia, by buying in or selling out against a Clearing Member as follows:

- a. in case of the selling Clearing Members, on failure to complete delivery on the due date;
- b. in case of the buying Clearing Membes, on failure to pay the amount due on the due date; and
- c. any loss, damage or shortfall sustained or suffered as result of such Closing Out shall be payable by the Clearing Members who failed to give due delivery or to pay amount due.

#### 8.8.10 Transfer of Open Positions

8.8.10.1 The Clearing Corporation may:

- a. upon the request of a Clearing Member,
- b. where provided in Rules and/or Regulations of the Concerned Exchanges, at the direction of the said Exchange, or
- c. pursuant to the disciplinary provisions contained in these Bye-Laws,

Transfer an Open Position held in the name of a Clearing Member (the "Transferor Clearing Member") to another Clearing Member (the "Transferee Clearing Member").

8.8.10.2 Notwithstanding provision 8.8.10.1, the Relevant Authority may decline to effect the transfer of a position without providing any reason. A transfer may be made subject to the Transferor Clearing Member and Transferee Clearing Member complying with any conditions imposed by the Clearing Corporation, including the deposit of Margin, or Collateral by either or both of the Transferor Clearing Member and the Transferee Clearing Member, or any other party.

8.8.10.3 The transfer shall be effected in such manner and at such time as the Clearing Corporation determines, subject to the acceptance by the Transferee Clearing Member. Upon the Transferee Clearing Member accepting the transfer in the manner specified by the Clearing Corporation, the Open Position between the Transferor Clearing Member and the Clearing Corporation shall be cancelled and a new Open Position will come into existence between the Clearing Corporation and the Transferee Clearing Member on the same terms as the cancelled Open Position.

#### 8.8.11 Open Positions

8.8.11.1 All positions shall remain open and in force and shall continue to be binding upon the Clearing Members until liquidated by offsetting positions in accordance with these Bye-Laws, or upon delivery or cash settlement, provided however that all Open Positions shall cease to exist on the dates such Contracts are stated to expire.

8.8.11.2 The Relevant Authority may from time to time specify the provisions relating to Corporate Action adjustments, including non adjustment, in Open Positions, discontinuing any or all Securities and/or settlement methods and procedures for the relevant Securities, arising out of or incidental to Corporate Actions in the Underlying.

8.8.12 Notwithstanding anything contained in the bye-laws, the Clearing Corporation shall ensure good delivery

## **9. DEALINGS BY CLEARING MEMBERS**

9.1 The Clearing Corporation shall not recognise as parties to Deals any person other than its own Clearing Members. Every Clearing Member is liable for due fulfillment of the Deal and to the Clearing Corporation as may be specified by the Relevant Authority, whether such deal be for account of the Clearing Member effecting it or on account of a Constituent.

9.2 All Deals accepted by the Clearing Corporation in terms of the arrangement entered into between the Concerned Exchange and the Clearing Corporation shall be made subject to these Bye-Laws, Rules and Regulations of the Clearing Corporation and such Bye-Laws, Rules, Regulations shall form a part of the terms and conditions of all such Deals. The deals shall be subject to the exercise by the Relevant Authority of the powers with respect thereto vested in it by these Bye-Laws, the Rules and Regulations of the Clearing Corporation.

### **9.3 Inviolability of Admitted Deals**

9.3.1 All Dealings in Securities on the Concerned Exchanges are deemed to be made subject to the Bye-Laws, Rules and Regulations of the Clearing Corporation.

9.3.2 The deals shall be subject to the exercise by the Relevant Authority of the powers with respect thereto vested in it by these Bye-Laws, Rules and Regulations of the Clearing Corporation.

9.3.3 All such Deals shall be inviolable and shall be Cleared and Settled in accordance with these Bye-Laws and Regulations made thereunder and the Rules of the Clearing Corporation.

9.3.4 The Clearing Corporation / the Concerned Exchange may, however, by notice annul the Deal(s) on an application by a Clearing Member in that behalf, if the Relevant Authority is satisfied after hearing the other party/parties to the Deal(s) that the Deal(s) is /are fit for annulment on account of fraud or willful misrepresentation or material mistake in the trade in consultation with the Concerned Exchange.

9.3.5 Notwithstanding anything contained in clause 9.3.4 above, the Clearing Corporation in consultation with the Concerned Exchange, to protect the interest of investors in Securities in particular and the Markets in general and for proper regulation of the securities market, may suo motu annul Deal(s) at any time if the Relevant Authority is satisfied for reasons to be recorded in writing that such Deal(s) is/ are vitiated by fraud, material mistake, misrepresentation or market or price manipulation and of like nature.

9.3.6 Any annulment made pursuant to clauses 9.3.4 and 9.3.5 above, shall be final and binding upon the parties to trades. In such an event, the Clearing Member shall be entitled to cancel the relevant Deal(s) with its Constituents.

### **9.4 Deals by Representative Clearing Members**

A Clearing Member may authorise another Clearing Member to act as its representative for a specified period with the prior permission of the Relevant Authority.

### **9.5 Privity of Contract**

9.5.1 Except as provided herein, the Clearing Members giving and receiving delivery and/or payment as provided in these Bye-Laws and Regulations shall be deemed, notwithstanding that no direct contract may exist between them, to have made a contract with each other as sellers and buyers.

9.5.2 Notwithstanding the above, the rights and liabilities of delivering and receiving Clearing Member with their respective immediate contracting party shall not be affected thereby.

9.5.3 The selling Clearing Member (unless he be himself the delivering Clearing Member) shall however be released from all responsibility in regard to the title, ownership, genuineness, regularity and validity of the documents once the documents are received by the receiving Clearing Member and in the event of any loss and/or damages arising to the receiving Clearing Member therefrom, the same shall be dealt with in accordance with the provisions of Bye-Laws and Regulations thereof provided that:

a. where the Relevant Authority may specify either generally or specifically, Clearing Members giving and receiving delivery and paying and receiving funds as provided in the Bye-Laws and Regulations shall be deemed, notwithstanding that no direct contract exists between them, to have made a contract with the Clearing Corporation through full novation as sellers and buyers and between themselves as delivering and receiving Clearing Members;

b. provided further that in such event the rights and liabilities of delivering and receiving Clearing Member shall not be deemed to be affected thereby and the Clearing Corporation shall not be responsible in respect of the title, ownership, genuineness, regularity and validity in respect of the documents delivered or received and in the event of any loss and/or damages arising to the delivering and receiving Clearing Members therefrom, shall be dealt with in accordance with the provisions of these Bye-Laws and Regulations thereof and the Rules.

## 10. MARGINS

10.1 Clearing Members are responsible to the Clearing Corporation for all Margin requirements and shall comply with Margin requirements as specified by the Relevant Authority from time to time.

10.2 The Relevant Authority shall value any Collaterals provided for Margin in accordance with the valuation methodology prescribed from time to time.

10.3 The Relevant Authority shall specify:

10.3.1 the type, nature and composition of Collaterals that will be acceptable as Margin,

10.3.2 the methods and formulae for calculating above Margins and,

10.3.3 mode of remittance or their payment

10.3.4 the time that certain Collaterals will cease to be acceptable as Margin and on the valuation to be attributed thereto.

10.4 The Clearing Member tendering or depositing margins, in the form of Securities or such other forms as collateral as may be acceptable to the Clearing Corporation, shall always maintain the value thereof so that the value of the collateral does not go below the quantum of margin required to be deposited by such Clearing Member. In the event of the value of such Securities or other acceptable components eroding, at any time, below the level of the required Margin, such Clearing Member shall replenish the quantity of Security or introduce other forms of Margins to the satisfaction of the Relevant Authority.

10.5 The Relevant Authority shall be entitled to determine the value of the additional security provided by such Clearing Member.

10.6 All Collaterals provided to the Clearing Corporation as Margin shall be free of, and shall remain free of, any encumbrances whatsoever.

10.7 The Relevant Authority shall have the right to make a call to a Clearing Member to replace with cash any of the existing Collaterals deposited with Clearing Corporation, at any time as it deems fit.

10.8 No Clearing Member shall (directly or indirectly) enter into any arrangement or adopt any procedure for the purpose of evading or assisting in the evasion of the Margin requirements specified under these Bye-Laws or the Rules of the Clearing Corporation.

10.9 The Collaterals pledged or hypothecated by a Clearing Member in lieu of Margins, under the provisions of these Bye-Laws or the Rules shall be subject to a first and paramount lien for all sums due to the Clearing Corporation. Margin shall be available in preference to all other claims against the Clearing Member for the due fulfilment of its obligations and liabilities arising out of or incidental to any Deals made subject to these Bye-Laws or the Rules or anything done in pursuance thereof.

10.10 The Clearing Corporation may at any time combine one or more clearing accounts of the Clearing Member with the Clearing Members' liabilities to the Clearing Corporation and set off and/or transfer and/or apply any funds in such account towards satisfaction of any liabilities of the Clearing Member to the Clearing Corporation.

10.11 Failure to meet Margin obligations:

10.11.1 If a Clearing Member fails to pay margin as required in these Bye-Laws and Regulations, the Relevant Authority may take such action as it may deem fit against such Clearing Member including suspension of such Clearing Member or squaring off / close out of the Open Positions of the Clearing Member and/or his affiliated constituents and their clients;

10.11.2 In the event a Clearing Member fails to meet any of its other obligations to the Clearing Corporation arising out of clearing and settlement operations, the Clearing Corporation shall be entitled to utilise any amount paid by the said Clearing Member in the form of Margin or any other payment retained by the Clearing Corporation for the purpose of Clearing and settlement.

10.12 The Margins deposited with the Clearing Corporation in any form of Collaterals may be, wholly or partly, entrusted or held with one or more Custodians, banks or such other entities specified by the Relevant Authority. All Margin deposits shall be held by the Clearing Corporation and/or by the approved persons and/or by the approved custodians or banks as the case may be solely for and on account of the Clearing Corporation without any right whatsoever on the part of the depositing Clearing Member or those in its right to call in question the exercise of such discretion. The Clearing Corporation shall retain control over all Collateral as part of the Margin of such Clearing Member.

10.13 The Clearing Corporation shall not have any obligation or responsibility to preserve, protect, collect or realise collaterals or its value other than that applicable to an ordinary and prudent person and under no circumstances shall the Clearing Corporation be liable for any loss or diminution in value or depreciation in or in connection with the Collaterals tendered or deposited by the Member and maintained as above.

10.14 A Clearing Member who maintains Collaterals with the Clearing Corporation pursuant to these Bye-Laws and the Rules shall indemnify and hold the Clearing Corporation harmless from any loss, damage, costs, charges and /or expenses of whatsoever nature and however arising ("loss ") suffered or incurred by the Clearing Corporation to any approved custodian which may result from or arise with respect to:

10.14.1 any act, delay or omission in connection with the Collaterals deposited with such approved Custodian (by such Clearing Member or the Clearing Corporation) or;

10.14.2 any agreement between the Member and any approved Custodian or bank or any representation, warranty or undertaking given by the Clearing Corporation to any designated Custodian or bank in relation to or otherwise in connection with Collaterals deposited with such approved Custodian or bank, provided that this indemnity shall not cover any loss and/or liability of the Clearing Corporation attributable to or referable to the gross negligence or willful misconduct of the Clearing Corporation or any of its directors, officers employees or agents.

10.15 Each Clearing Member shall pay the Clearing Corporation all fees, expenses, charges and costs incurred by the Clearing Corporation in relation to its acceptance and maintenance of Collaterals specified under the Rules of the Clearing Corporation as the Relevant Authority may determine from time to time and shall make such deposits of Margins (in such form as may be acceptable to the Clearing Corporation) as may be required by the Clearing Corporation by reason of any erosion or depreciation in the market value of such Collaterals.

10.16 Failure or default of a Clearing Member in fulfilling its obligations to the Clearing Corporation in accordance with the provisions of these Bye-Laws and the Rules, the Collaterals of a Clearing Member maintained with the Clearing Corporation may be disposed of, without notice and in any manner deemed appropriate by the Clearing Corporation and the proceeds from the liquidation of such Collaterals shall be applied against the obligations of the Clearing Member to the Clearing Corporation in respect of one or more Clearing Segments.

## **11. RIGHTS, DUTIES AND LIABILITIES OF THE CLEARING MEMBERS AND CONSTITUENTS**

### **11.1 Margin from Constituents**

11.1.1 Every Clearing Member shall have the right to demand from its Constituent:

- a. the margin it has to provide under these Bye-Laws and the Rules and Regulations in respect of the business undertaken by it for such Constituent;
- b. an Initial Margin in cash or the substitute for cash from its Constituent(s) before undertaking to clear the Clients obligations and
- c. to stipulate that the constituent shall pay margin or furnish such additional margins as may be prescribed from time to time.

11.1.2 The Constituent shall be bound to comply with the directions of the Clearing Member, when called upon to do so as required under these Bye- Laws, Rules and Regulations.

### **11.2 Constituent In Default**

11.2.1 A Clearing Member shall not transact business directly or indirectly for a Constituent who, to his knowledge, is in default to another Clearing Member ("Creditor Clearing Member") unless such constituent has made arrangements to the satisfaction of the Clearing Member proposing to act for such constituent that such Constituent has or shall settle the claim of the Creditor Clearing Member.

11.2.2 On the application of a "Creditor Clearing Member" who refers or has referred to arbitration its claim against the defaulting Constituent as provided in these Bye-Laws, Rules and Regulations, the Relevant Authority shall issue orders against any Clearing Member/s restraining them from paying or delivering to the defaulting Constituent any monies or securities up to an amount or value not exceeding the Creditor Clearing Member's claim payable or deliverable to the defaulting constituent in respect of deals subject to the Bye-Laws, Rules and Regulations of the Clearing Corporation, which moneys and securities shall be deposited with the Clearing Corporation.

11.2.3 Any monies or collaterals attributable to a Member in Default shall be disposed of in accordance with the directions of the Defaulters Committee, the award in an arbitration or Court proceeding in favour of or against the said Member in Default or in terms of the prescriptions of SEBI on matters relating to Arbitration by or against a Member in Default as may be issued from time to time and notified by the Relevant Authority through the Regulations or Notices or circulars issued in this regard.

### **11.3 Closing-Out of Constituent's Account**

11.3.1 Unless otherwise specified by the Relevant Authority from time to time, when closing-out the account of a Constituent, a Clearing Member close-out the positions in the open market and any expense incurred or any loss arising therefrom shall be borne by the Constituent.

#### 11.4 Closing-Out by Constituent on Failure to Perform a Deal

11.4.1 If a Clearing Member fails to complete the settlement performance of a deal by delivery or payment in accordance with provisions of the Bye Laws, Rules and Regulations, the Constituent shall, after giving notice in writing to the Clearing Member open a client account with another Clearing Member. The Client may request the Clearing Member to request the Clearing Corporation to transfer such positions to another Clearing Member with whom the said constituent has opened a new account. The Constituent may then, close out such deal through any other Clearing Member as soon as possible. If the closing out be not effected as provided herein, the loss/damages incurred by the parties shall be determined on such basis as may be specified by the Relevant Authority from time to time and the Constituent and the Clearing Member shall forfeit all further rights of recourse against each other. The Clearing Corporation shall at its absolute discretion reject the request for transfer of positions from one Clearing Member to another Clearing Member.

#### 11.5 Complaint By Constituent

11.5.1 When a complaint has been lodged by a Constituent with the Relevant Authority that a Clearing Member has failed to perform as per his instructions, the Relevant Authority shall investigate the complaint and if it is satisfied that the complaint is justified it may take such disciplinary action as it deems fit against the said Clearing Member.

#### 11.6 Closing-out in the event of death or insolvency of a Constituent / Trading Member

11.6.1 A Clearing Member may close-out all open transactions on account of a Constituent who has died or declared insolvent or bankrupt. A Clearing Member may close-out all open transactions on account of such a constituent.

#### 11.7 Release of funds and securities by Clearing Members

11.7.1 A Clearing Member shall make pay-out of funds and Securities in such manner so as to ensure full and timely compliance of all relevant requirements in this regard as may be prescribed by SEBI/Clearing Corporation.

#### 11.8 Confidentiality to be maintained

11.8.1 The Clearing Member shall maintain the details of its Constituents in confidence and it shall not disclose such details to any person / entity, except as required under the law or by any authority.

#### 11.9 Transfer of positions by Clearing Member

11.9.1 The Clearing Corporation may suo moto or on the application of a Constituent of a suspended or defaulter Clearing Member or and on such terms and conditions as the Clearing Corporation deems fit to impose, permit all or any Open Positions of the Clearing Member (whether on his own account or on account of his Constituent) or Constituent to be transferred to another Clearing Member who agrees to accept such Open Positions.

#### 11.10 Segregation of Dues

11.10.1 the accounts of the Clearing Members, their Clients and their affiliated Constituents (which is a member of the Concerned Exchange) for whom the Clearing Member is acting as such, shall be segregated from each other;

11.10.2 the amounts and assets standing to the debit and credit of the Clearing Member, its Clients or its affiliated Constituents shall not be adjusted against the credit or debit of each other or;

11.10.3 the Clearing Member's funds or assets or those of its Clients or affiliated Constituents shall not be utilised for payment of the dues of the other;

11.10.4 obligations payable by a Clearing Member on his own account shall not be paid or met out of funds / assets of a Client or affiliated Constituent;

11.10.5 Notwithstanding the aforesaid, any amount or assets payable / deliverable to a Clearing Member (on his own account) by the Clearing Corporation may be applied by the

Clearing Corporation for paying amounts / assets payable/ deliverable by the Clearing Member or by any Constituent of the Clearing Member or any Trading Member of a Concerned Exchange (whose trades the Clearing Member had agreed to clear).

## 12. DECLARATION OF DEFAULT

### 12.1 Event of Default

12.1.1 The occurrence of any of the following events with respect to a Clearing Member shall constitute an Event of Default and will be dealt with by the Relevant Authority in accordance with these Bye-Laws and the Regulations framed thereunder and/or the Rules of the Clearing Corporation:

- a. the Clearing Member (or any of the Clearing Member's officers, employees, Clients, contractors, agents,) is in violation or deemed violation of any of these Bye-Laws, Regulations and the Rules in respect of any of the Clearing Segments to which the Clearing Member has been admitted;
- b. the Clearing Member fails to make any payment required to be made under or pursuant to these Bye-Laws Rules and the Regulations or Circulars issued by the Relevant Authority from time to time. Payments may include without limitation any payment towards the Clearing Members' Pay-in obligations in respect of any of the Clearing Segments to which it has been admitted, fees, transaction charges, fines or its clearing and settlement obligations relating to any of the Clearing Segments including delivery of the underlying relating to a Security, security deposit, Margins, Daily Settlement Amount, Final Settlement Amount, contribution to the Settlement Guarantee Fund, or any other dues to the Clearing Corporation, SEBI or any other Statutory agency;
- c. the Clearing Member fails to make a valid delivery of the underlying asset at the time and place specified by the Relevant Authority or take delivery of the underlying asset relating to performance of a Deliverable Contract, or for the purpose of satisfying its Clearing and Settlement obligations with respect to any of the Clearing segments of the Clearing Corporation to which the Clearing Member is admitted;
- d. the Clearing Member defaults on any other obligation under these Bye-Laws and the Regulations made thereunder and the Rules of the Clearing Corporation which, if capable of being remedied, is not remedied to the satisfaction of the Relevant Authority within the time specified by the Relevant Authority for such rectification;
- e. the Clearing Member fails to abide by any arbitration proceedings or award as laid down under these Bye Laws, Regulations and Rules;
- f. the Clearing Member is in violation of its Membership undertaking give to Clearing Corporation;
- g. an application, in any jurisdiction, is filed or an order made for the winding up, dissolution, bankruptcy, management or administration of the Clearing Member or similar events or an assignment or composition is made by the Clearing Member for the benefit of its creditor(s);
- h. any representation, warranty or document made or submitted by a Clearing Member in its Membership application was known to the Clearing Member to be wrong or false or has become false in any material respect;
- i. the Clearing Member or any of its Principal officers, employees, contractors, agents, representatives or Clients, is in violation of an applicable law or regulation governing its business and affairs;
- j. the Clearing Member or any of its employees or agents is charged in any court of law in connection with an offence involving fraud or dishonesty, whether within or outside India;
- k. the Clearing Member or any of its principal officials or agents are insolvent or any steps towards bankruptcy or winding up are initiated against them;



l. any similar event that would affect the business and the financial condition of the Clearing Member (including its ability to pay debts as and when they fall due) and its affairs with the Clearing Corporation, or

m. any other event which, in the opinion of the Relevant Authority, materially impacts or may materially impact the Clearing Member in meeting its obligations under these Bye-Laws, Regulations and the Rules.

## 12.2 Duty to Inform

12.2.1 The Clearing Member shall be bound to notify the Clearing Corporation immediately of the likelihood of a failure by any Clearing Member to discharge his liabilities in full.

## 12.3 Declaration of Default and Notification

12.3.1 The Relevant Authority shall, at its discretion, determine whether it shall treat an Event of Default as a Declaration of Default and shall determine the date and time of such Declaration of Default;

12.3.2 The Relevant Authority shall notify the Defaulter Member as well as other Members in writing of the Declaration of Default and its effective date and timing.

12.3.3 The Declaration of Default of a Clearing Member owing to an Event of Default attributable to one or more of the Clearing Segments shall have the effect of declaring the Clearing Member entity itself as a Defaulter irrespective of whether the Clearing Member is meeting or has met all its obligations in all the other Clearing Segments.

12.3.4 On a Clearing Member being declared a Defaulter relating to his operations in one or more of the Clearing Segments on the Clearing Corporation, the Relevant Authority shall forthwith notify the Concerned Exchange as well as the other Exchanges, Clearing Corporations in India and SEBI so as to enable them to initiate steps to protect the integrity of the Markets and to enable the Clients of the Trading Members on the Concerned Exchange and the affiliated Constituents of such Clearing Member to commence process of aligning or affiliating with other Clearing Members for continuity of their dealings on the Concerned Exchanges.

## 12.4 Rights of Clearing Corporation

12.4.1 The occurrence of an Event of Default shall not preclude the rights of the Clearing Corporation to exercise, against any Clearing Member, any or all of its powers (as it deems fit) in relation to any other event whether or not also constituting an Event of Default (whether such other event is concurrent, subsequent or prior to the Event of Default).

12.4.2 Upon the Declaration of Default, the Relevant Authority may take such steps as it deems fit, including but not limited to, freezing the Defaulter's accounts Clearing Segment wise and selling any or all Collateral standing to the credit of the Defaulter's accounts with the Clearing Corporation in respect of all the Clearing Segments. Without prejudice to the generality of the foregoing, the Relevant Authority may take any action as it deems appropriate, with respect to all the Clearing Segments in which the Defaulter is a Clearing Member of the Clearing Corporation including without limitation, the following:

a. to Close-out all or any of the Open Positions of the Defaulter, including Open Positions of its Client(s) and/or affiliated constituents and to appropriate any excess;

b. to sell, realise, apply and set off any Collateral, deposited by the Defaulter by way of Margin, security deposit or otherwise and to apply the proceeds without being required to give notice to or obtain the consent of the Defaulter or any court order, with full power to execute any documents in its own name or as attorney for the Defaulter for that purpose, provided always that any Collateral deposited with the Clearing Corporation with respect to Open Positions designated to any Client or affiliated Constituents Account may be used to meet obligations in a Client or affiliated Constituent Account only and shall not be used to meet any obligations in a Proprietary Account;

- c. to apply any surplus in any Clearing and Settlement Account of the Defaulter Clearing Member to any deficiency on any Client or affiliated Constituent Account of the Defaulter Clearing Member;
- d. to transfer all or any Open Positions of a Constituent of the Defaulter to another Clearing Member together with any Margins which, in the opinion of the Clearing Corporation, are held by it with respect to such Open Positions;
- e. to exercise or abandon any Option Contract of the Defaulter and any such exercise or abandonment shall be deemed to have been effected by the Clearing Member which is the party to the Options Contract, to make payment or delivery from the account of the Defaulter in performance of its settlement obligations;
- f. to Close-out the Open Positions of the Defaulter by trading on the Exchange or any available futures, forward, cash or spot market or by compulsorily Closing out such Open Positions by way of cash settlement at a price to be decided by the Relevant Authority;
- g. to do all such other necessary acts and things as are in the opinion of the Relevant Authority necessary to reduce or determine the exposure of the Clearing Corporation under Open Positions of the Defaulter or otherwise, arising from or as a result of the Declared Default, or
- h. to take such measures, including but not limited to, Closing- out of positions, effect alternative delivery process in the event of Declaration of Default to ensure financial safety and integrity of the Clearing and Settlement system. The Non-defaulting Clearing Members shall accept the decision of the Relevant Authority and abide by the directives issued in this regard.
- i. When a clearing member has been declared a defaulter, the relevant authority shall take charge of all his books of accounts, documents, papers and vouchers to ascertain the state of his affairs and the defaulter shall hand over such books, documents, papers and vouchers to the relevant authority.
- j. The Relevant Authority may require the defaulter Clearing Member to file with the relevant authority within such time of the declaration of his default as the relevant authority may direct, a written statement containing the complete list of his debtors and creditors and the sum owing by and to each.
- k. the Clearing Corporation shall publish a notice inviting the legitimate claimants to file claims against the defaulter member within a period of ninety days or such other period as may be specified by the Relevant Authority.
- l. The Clearing Corporation shall publish the notice in all the editions of at least one English national daily with wide circulation and in at least one regional language daily with wide circulation at the place(s) where the concerned Member/s are situated and such notice shall also be displayed on the website of the Exchange for the entire specified period.
- m. The notice calling for claims shall contain the maximum compensation limit for a single claim and all other relevant information.
- n. The defaulter shall submit to the relevant authority such statement of accounts; information and particulars of his affairs as the relevant authority may from time to time require and if so desired shall appear before the relevant authority at its meetings held in connection with his default.
- o. The relevant authority may conduct a strict inquiry into the accounts and dealings of the defaulter in the market and shall report anything improper, un-business like or unbecoming a clearing member in connection therewith which may come to its knowledge.
- p. All monies, securities and other assets due, payable or deliverable to the defaulter must be paid or delivered to the relevant authority within such time of the declaration of default as the relevant authority may direct.

q. A clearing member who shall have received a difference on account or shall have received any consideration in any deal prior to the date fixed for settling such account or deal shall, in the event of the clearing member from whom he received such difference or consideration being declared a defaulter, refund the same to the relevant authority for the benefit and on account of the creditor members. Any clearing member who shall have paid or given such difference or consideration to any other clearing member prior to such settlement day shall again pay or give the same to the relevant authority for the benefit and on account of the creditor member in the event of the default of such other member.

r. The relevant authority shall at the risk and cost of the creditor members pay all assets received in the course of realisation into such bank and/or keep them with the concerned Segment in such names as the relevant authority may from time to time direct and shall distribute the same in accordance with the Rules, Bye Laws and Regulations.

s. Within such time of the declaration of default as the relevant authority may direct every clearing member carrying on business on the concerned Segment shall, as it may be required to do, either compare with the relevant authority his accounts with the defaulter duly adjusted and made up as provided in the Rules, Bye-Laws and Regulations or furnish a statement of such accounts with the defaulter in such form or forms as the relevant authority may prescribe or render a certificate that he has no such account.

t. Any clearing members failing to compare his accounts or send a statement or certificate relating to a defaulter within the time specified shall be called upon to compare his accounts or send such statement or certificate within such further time as may be specified.

u. The relevant authority may take such action as it may deem fit including levying of fine and suspension on any clearing member who fails to compare his accounts or submit a statement of its account with the defaulter or a certificate that he has no such account within the specified time.

v. The relevant authority may take such action as it may deem fit including levying of fine and suspension, if it is satisfied that any comparison statement or certificate relating to a defaulter sent by such clearing member was false or misleading.

w. The relevant authority shall keep a separate account in respect of all monies, securities and other assets payable to a defaulter which are received by it and shall defray therefrom from all costs, charges and expenses incurred in or about the collection of such assets or in or about any proceedings it takes in connection with the default.

12.4.3 The Relevant Authority shall apply the net assets remaining in its hands after defraying all such costs, charges and expenses as are allowed under the Rules, Byelaws and Regulations to be incurred by the Clearing Corporation, in satisfying the claims in the order of priority provided hereunder:

a. Dues to the Securities and Exchange Board of India, Clearing Corporation and the Concerned Exchange.

The payment of such subscriptions, debts, fines, fees, charges and other money/ies due to Clearing Corporation, the relevant Specified Exchange and Securities and Exchange Board of India on a prorata basis.

b. Dues to Constituents of the defaulter

The payments as may be admitted by the Relevant Authority, as being due to Constituents of the defaulter for debts, liabilities, obligations and claims arising out of any contracts made by the defaulter subject to the Rules, Bye-laws and Regulations of the Clearing Corporation, provided that if the amount is insufficient then the amounts shall be distributed prorata amongst all the Constituents of the defaulter.

c. Dues to the Approved Banks and claims of any other persons as approved by the Relevant Authority

After making payments under (b) above, the amounts remaining, if any, shall be utilised to meet the claims of the approved banks and of any other person as may be admitted by the Relevant Authority. The claims of the approved banks should have arisen by virtue of Clearing Corporation or the relevant Specified Exchange invoking any bank guarantee issued by the bank concerned to the Clearing Corporation or the relevant Specified Exchange as the case may be on behalf of the defaulter to fulfill his obligation of submitting bank guarantee, guaranteeing discharge of obligations under the Byelaws, Rules and Regulations of Clearing Corporation / the relevant Specified Exchange. The claims of other persons should have arisen out of or incidental to the clearing and settlement of a deal on the Clearing Corporation or requirements laid down by the Clearing Corporation, provided that if the amount available be insufficient to pay all such claims in full, they shall be paid pro rata.

d. Dues to any other recognised stock exchange/clearing Corporation

After meeting the claims under (c) above, the remaining amounts, if any, shall be disbursed to any other recognised stock exchange / clearing corporation for the purpose of meeting the obligations of the defaulter as a member of that exchange/clearing corporation. If the defaulter is a member of more than one recognised stock exchange/clearing corporation, then the remaining amounts shall be distributed amongst all such recognised stock exchanges / clearing corporations and if the remaining amount is insufficient to meet the claims of all such stock exchanges/clearing corporations, then the remaining amount shall be distributed pro rata among all such stock exchanges/clearing corporations; and

e. Surplus

The surplus amounts, if any, remaining after meeting all the above claims, shall be paid to the Clearing Member and in case where the Clearing Member has expired, the surplus amount shall be paid to his legal heirs / legal representatives.

12.4.4 The relevant authority shall not entertain any claim against a defaulter:

a. which arises out of a contract in securities, dealings in which are not permitted or which are not made subject to Bye Laws, Rules and Regulations or in which the claimant has either not paid himself or colluded with the defaulter in evasion of margin payable on bargains in any security ;

b. which arises out of a contract in respect of which comparison of accounts has not been made in the manner specified in the Rules, Bye Laws and Regulations or when there has been no comparison if a contract note in respect of such deals has not been rendered as provided in the Rules, Bye Laws and Regulations;

c. which arises from any arrangement for settlement of claims in lieu of bonafide money payment in full on the day when such claims become due;

d. which is in respect of a loan with or without security

e. which is not filed with the relevant authority within such time of date of declaration of default as maybe specified by the relevant authority

12.4.5 A Clearing member being a creditor of a defaulter shall not sell, assign or pledge the claim on the estate of such defaulter without the consent of the relevant authority.

12.4.6 The Relevant Authority shall be empowered to (a) initiate any proceedings in a court of law either in the name of the Clearing Corporation or in the name of the defaulter against any person for the purpose of recovering any amounts due to the defaulter; (b) initiate any proceedings in a court of law either in the name of Clearing Corporation or in the name of the creditors (who have become creditors of the defaulter as a result of deals cleared and settled subject to Byelaws, Rules and Regulations of the Clearing Corporation) of the defaulter against the defaulter for the purpose of recovering any amounts due from the defaulter. The defaulter as well as the creditors of the defaulter shall be deemed to have appointed the Clearing Corporation as their constituted attorney for the purpose of taking such proceedings.

### 12.5 Subsequent recovery from the Defaulter Clearing Member

12.5.1 Any amount that the Clearing Corporation may later recover from the Defaulter Clearing Member shall, to the extent of such recovery, reduce the Loss of the Clearing Corporation.

## 13. CORE SETTLEMENT GUARANTEE FUND

### 13.1 Establishment of Settlement Guarantee Fund

The Clearing Corporation shall, in accordance with the prescriptions of SEBI, establish and maintain a Settlement Guarantee Fund for each Clearing Segment that it operates.

13.2 The Settlement Guarantee Fund called Core SGF shall be established by the Clearing Corporation for each Clearing Segment it operates to guarantee the settlement of trades executed in the respective Clearing segment of the Concerned Exchange.

13.2.1 The Core Settlement Guarantee Fund shall be used by the Clearing Corporation in accordance with SEBI directives issued from time to time.

13.2.2 The Core Settlement Guarantee Fund shall have a minimum corpus which shall be referred to as the Minimum Required Corpus of Core SGF (MRC). In determining the size or extent of the Corpus of the Core Settlement Guarantee Fund the Relevant Authority shall ensure that:

a. the corpus of the Core Settlement Guarantee Fund shall be adequate to meet all the contingencies arising on account of failure of any Clearing Member(s) in meeting its obligations.

b. the risk or liability to the fund shall relate to or depend on various factors such as trade volume, delivery percentage, maximum settlement liability of the Clearing Members, the history of defaults, capital adequacy of the Clearing Members, the degree of safety measures employed by the Clearing Corporation or the Concerned Exchange with reference to a particular Clearing Segment;

c. in order to assess the fair quantum of the corpus of Core SGF appropriate consideration shall be made to, among others, the following factors:

i. risk management system in force at the Clearing Corporation in respect of each Clearing Segment;

ii. current and projected volume/turnover to be cleared and settled by the Clearing Corporation on a guaranteed basis;

iii. Clearing Segment wise track record of defaults of Clearing Members (number of defaults, amount in default)

13.2.3 The Minimum Required Corpus of Core SGF (MRC) for each Clearing Segment shall be computed by the Relevant Authority separately and shall be subject to the following prescriptions of SEBI and as may be modified by SEBI from time to time:

a. The MRC shall be fixed for a calendar month.

b. By 15th of every preceding month, the Relevant Authority shall review and determine the MRC for each Clearing Segment for the next month based on the results of daily stress tests of the preceding month.

c. The Relevant Authority shall also review and determine by 15th of every month, the adequacy or otherwise of contributions made by various contributors and any further contributions to the Core SGF required to be made by various contributors (as per clause 13.2.4 ) for the next month.

d. For every day of the preceding month, any uncovered loss numbers shall be estimated by the various stress tests for credit risk conducted by the Relevant Authority for each Clearing Segment and highest of such numbers shall be taken as worst case loss number for the day.

e. Average of all the daily worst case loss numbers determined in (d) above shall be calculated.

f. The MRC for each succeeding month shall be higher of the average arrived in at step (e) above and the Clearing segment MRC as per previous review.

#### 13.2.4 Contribution to Core SGF:

13.2.4.1 The Relevant Authority shall ensure that at any point of time, the contributions of various contributors to Core SGF of any segment shall be as follows:

a. Contribution by the Clearing Corporation: The Clearing Corporation's contribution to Core SGF shall be at least 50% of the MRC, which shall be made out of its own funds.

b. Contribution from the Concerned Exchange: Each of the Concerned Exchange shall contribute to the Core SGF at least 25% of the MRC of each Clearing Segment;

c. Clearing Member primary contribution: Where the Relevant Authority determines, it can seek risk based contribution from Clearing Members (CMs) of the relevant Clearing Segment (including the custodian Clearing Members) to the Core SGF subject to the following conditions:

i. that total contribution from Clearing Members shall not be more than 25% of the MRC;

ii. that no exposure shall be made available to a Clearing Member on its contribution to the Core SGF (exposure-free collateral, if any of a Clearing Member available with the Clearing Corporation can be considered towards Core SGF contribution of such Clearing Member), and

iii. that required contributions of individual Clearing Members shall be pro-rata based on the risk they bring to the system.

iv. The Relevant Authority shall have the flexibility to collect a Clearing Members primary contribution to the Core Guarantee Fund either upfront or staggered over a period of time. In case of staggered contribution, the remaining balance shall be met by Clearing Corporation to ensure adequacy of total Core SGF corpus at all times. Such contribution by the Clearing Corporation shall be available for withdrawal by the Clearing Corporation as and when further contributions from Clearing Members are received.

The above quantum or limits of contribution to be made by the Clearing Corporation, the Concerned Exchanges and Clearing Members may be reviewed by Relevant Authority from time to time considering the prevailing market conditions and/or prescriptions of SEBI.

d. Penalties levied and collected by Clearing Corporation (as per Regulation 34 of SECC Regulations) shall be credited to Core SGF corpus of the concerned Clearing Segment.

e. Interest on cash contribution to Core SGF shall also accrue to the Core SGF of the concerned Clearing Segment and pro-rata attributed to the contributors in proportion to their cash contribution.

f. The Clearing Corporation shall ordinarily accept cash collateral for Core SGF contribution. However, it may also accept a Clearing Members contribution in the form of Fixed Deposits issued by banks which are approved by the Relevant Authority for such purposes. The Relevant Authority shall be guided by the directions issued from time to time by SEBI in this regard.

#### 13.3 Management of the Core Settlement Guarantee Funds:

13.3.1 The Relevant Authority shall constitute a committee to conduct and manage the utilization of the Settlement Guarantee Fund which shall,

- a. deal with, among others the manner of utilizing the Funds in the event of the Clearing Corporation declaration a Clearing Member as a Defaulter;
- b. decide on, among others, the manner of utilizing the Funds in the event of a delay or temporary failure of one or more Clearing Members to discharge their respective obligations and liabilities under each Clearing Segment.

13.3.2 The Relevant Authority shall follow prudential norms of Investment policy for Core SGF corpus and establish and implement policies and procedures to ensure that Core SGF corpus is invested in highly liquid financial instruments with minimal market and credit risk and is capable of being liquidated rapidly with minimal adverse price effect. The Relevant Authority shall also be guided by the investment norms that SEBI may prescribe in this regard from time to time.

#### 13.4 Further contribution to / Recoupment of Core SGF

13.4.1 The requisite contributions to the Core SGF by various contributors (as per clause 13.2.4) under each Clearing Segment for any month shall be made by the contributors before start of the month.

13.4.2 In the event of usage of Core SGF of a particular Clearing Segment during a calendar month, it becomes incumbent upon the respective contributors to, as per usage of their individual contribution, immediately replenish the Core SGF to the MRC.

13.4.3 In case of failure on the part of one or more contributor(s) to replenish its (their) contribution, such contributions shall be immediately met, on a temporary basis during the month, in the following order:

- (i) By Clearing Corporation
- (ii) By the Concerned Exchange

The Relevant Authority shall, on a monthly basis, place before the Risk Management Committee and the Governing Board of the Clearing Corporation a summary of the affairs of the Settlement Guarantee Fund for a particular month with particular reference or focus on the utilisation and the corpus of the Fund, shortfall if any and the manner of replenishing the required corpus from the Contributors. An exception reporting shall be made to SEBI detailing the outcome of the review by the Governing Board of the Clearing Corporation, especially on matters taken to enhance the Core SGF.

#### 13.5 Default waterfall

13.5.1 The recouping of the corpus of the Clearing Corporation in the event of an emerging shortfall situation in respect of the MRC of a particular Clearing Segment, which is also termed as default waterfall of the Clearing Corporation shall, as per the current directions of SEBI, generally follow the following order:

- a. monies of defaulting Clearing Member (including defaulting Clearing Member's primary contribution to Core SGF(s) and excess monies of defaulter in other segments).
- b. proceeds of insurance policies, if any.
- c. resources of the Clearing Corporation (equal to 5% of the segment MRC).
- d. Core SGF of the Clearing Segment in the following order:
  - i. penalties
  - ii. contributions of the Clearing Corporation to the extent of at least 25% of the particular Clearing Segment MRC
  - iii. remaining Core SGF: CC contribution, Concerned Exchange contribution and non-defaulting Clearing Members' primary contribution to Core SGF on pro-rata basis.
- e. proportion of remaining Clearing Corporation resources (excluding its contribution to core SGFs of other Clearing Segments and Rs.100 Crore) equal to ratio of Clearing Segment MRC to the MRCs of all the Clearing Segments managed by the Clearing Corporation.

**NOTE :** SEBI has mandated that the said Rs.100 Crore is to be excluded only when remaining Clearing Corporations resources, excluding the contribution of the Clearing Corporation to the core SGFs of other Clearing segments, are more than Rs. 100 Crore.

f. Clearing Corporation's/ Concerned Exchange's contribution to Core SGFs of other Clearing Segments (after meeting obligations of those Clearing Segments) and remaining available resources of the Clearing Corporation to that extent as approved by SEBI.

g. the Capped additional contribution by non-defaulting Clearing Members of the particular Clearing Segment.

**NOTE :** SEBI has mandated that the Clearing Corporation shall limit the liability of non-defaulting Clearing Members towards the additional contribution requirements to a multiple of their required primary contribution to the Core SGF and the framework regarding the same, as may be decided by the Relevant Authority, be disclosed. Any shortfall in recovery of assessed amounts from non-defaulting Clearing Members, shall be allocated to layer 'f' above with the approval of SEBI.

h. any remaining shortfall or loss shall be covered by way of pro-rata haircut to pay-outs. (**NOTE:** In case loss allocation is effected through haircut to pay-outs, any subsequent usage of funds by the Clearing Corporation in respect of a particular Clearing Segment shall be with prior approval of SEBI. Further, any exit by Clearing Corporation post exhausting this layer shall be as per the terms as may be decided by SEBI in public interest.)

## 14. MISCELLANEOUS PROVISIONS

### 14.1 Emergency Powers

14.1.1 Whenever the Relevant Authority considers that there is an emergency, being without limitation:

14.1.1.1 any threatened or actual market manipulation or cornering including any act of any government, any major market disturbance which affects the market, or

14.1.1.2 any undesirable situation or practice that the Clearing Corporation deems to be an emergency, or crisis in the nature of manipulation, squeezes, bear raid, or wherever the Relevant Authority is of the opinion that certain Deals are executed for the purpose of:

a. inducing a false or artificial appearance of activity, or upsetting the price equilibrium, or

b. the business being conducted in a manner prejudicial to the interests of the trade or the interests of the Clearing Corporation or

14.1.1.3 in the case of any unusual or unforeseeable events or adverse circumstances or it is expedient in the general interests of the Clearing Corporation to do so, notwithstanding anything to the contrary contained in these Bye-Laws, the Rules, Circulars, Contract Specifications, or the Relevant Acts and/or any applicable laws, the Relevant Authority may:

a. effect alternative settlement or delivery of outstanding securities;

b. Close-out a Security at a price determined by the Relevant Authority and with effect from such date as may be determined by the Relevant Authority;

c. impose Special Margin;

d. amend or delete or add to the Rules and Circulars made there under;

e. take such other measures that the Relevant Authority may from time to time decide.

### 14.2 Powers to call for information and statement of accounts

14.2.1 The Relevant Authority shall have power at any time to call upon all or any Clearing Member to submit detailed statement providing information relating to Securities transactions entered into by such Clearing Member in such form and in such manner as may be specified.



14.2.2 In particular and without prejudice to the generality of the foregoing and other powers under these Bye-Laws, such information may relate to the following matters:

- a. Deals or transactions entered into by a Member with another Member on its Proprietary Account;
- b. Deals cleared by a Clearing Member for its Clients
- c. Open Positions of a Clearing Member attributable to its Clients; and
- d. Collaterals held by a Clearing Member for its Proprietary Account or Client Account.

14.2.3 The Relevant Authority shall have the power for the purposes of verifying or checking any statement submitted by a Clearing Member under these Bye-Laws to call for production of the books of the Clearing Member and/or call for explanation from any Clearing Member.

14.2.4 A Clearing Member failing or neglecting to submit any such statement or to produce any such books or to give any such explanations, shall be subject to disciplinary action under these Bye-Laws.

14.2.5 The Relevant Authority shall notify SEBI of such actions as soon as practicable.

14.3 Nothing in these Bye-Laws shall in any way limit the powers of the Board, the Relevant Authority or any other duly authorised Committee to act in an emergency situation in accordance with these Bye-Laws.

RAJENDRA GOGATE,  
Director.

Mumbai, Date : 23.11.2017.

**Serial No. M-17252**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**

**ORDINARY ORIGINAL CIVIL JURISDICTION**

COMPANY PETITION No. 1130 OF 2015

In the matter of the Companies Act, 1956;

AND

In the matter of winding up under Section 433(e) and (f) read with Section 434 with Section 439 of the Companies Act, 1956;

AND

In the matter of DBM Geotechnics and Constructions Private Limited, a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 401, Grande Palladium, 175, CST Road, Kalina, Santacruz (East), Mumbai 400098.

CIN: U74999MH1993PTC074683

Kotak Mahindra Bank Limited  
a banking Company within the meaning of the Banking Regulation Act, 1949 and registered under the Companies Act, 1956 and having its registered Office at 27-BKC, Plot No. C - 27, "G" Block, BandraKurla Complex, Bandra (East), Mumbai - 400 051 and an office *inter alia* at Dani Corporate Park, 7th Floor, 158, CST Road, Kalina, Santacruz (E), Mumbai 400 098.

.... *Petitioner*

**Advertisement of Petition**

A Petition for winding up of the abovenamed Company was presented on 6th August, 2015 by the Petitioner abovenamed, creditors of the Company and the said Petition was admitted on 24th November, 2017 read with Order dated 15th December, 2016 and the same is now fixed for hearing before the Company Judge on 18th December, 2017 at 11.00 a.m. in the forenoon or soon thereafter

Any PERSON(s) /CREDITOR OR CONTRIBUTORY desirous of supporting or opposing the said Petition, should send to the Petitioner or his Advocates at his office address mentioned hereunder, a notice of his intention signed by him or his Advocate with his full name and address, so as to reach the Petitioner or his Advocate mentioned here under not later than Five days before the date fixed for hearing of the Petition and appear at the hearing for the purpose in person or by his Advocate.

A copy of the Petition will be furnished by the Petitioner's Advocate to any creditor or contributory on payment of the prescribed charges for the same.

Any affidavit intended to be used in opposition and / or in support to the Petition, should be filed in Court and a copy thereof served on the Petitioner's Advocate, not less than Five days before the date fixed for the hearing.

Dated this 29th day of November, 2017

111, 1st Floor, Commerce House,  
140, Nagindas Master Road,  
Fort, Mumbai - 400 023

M/S. V. DESHPANDE & CO.,  
Advocate for the Petitioners.

**Serial No. M-17253**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**

**ORDINARY ORIGINAL CIVIL JURISDICTION**

**COMPANY PETITION No. 389 OF 2015**

In the matter of sections 433(e) and 434 (1), A(a), &  
434 of Companies Act, 1956;

**AND**

In the matter of winding up of the Company of  
M/s. ESP (ASIA) Pvt. Ltd., A Company  
incorporated under the Companies Act,  
1956 Having Office at 3, Shreehari, Plot No. 11 ,  
Sector-40, Nerul, Navi Mumbai 400 706.

CIN No. U74210MH2006PTC164684

M/s. Union Roadways Ltd.,  
A Company incorporated under the Companies  
Act having their office situated at Om Kaushal  
House, 36/288 Anannagar, Om CHS Ltd.,  
Anand Nagar, Vakola Police Station Lane,  
Opp. Ganesh Mandir, Santacruz (E.),  
Mumbai 400 055.

*.... Petitioner*

**Advertisement of Petition**

A Petition under sections 433(e) and 434 (i) (a) and 439 (i) (b) of Companies Act, 1956 for winding up of the above named Company was presented on 24th December, 2014 by the Petitioners above named, Creditors of the Company and the said Petition was admitted on 27th June, 2017 and the same is now fixed for hearing before the Company Judge on 18th December 2017 at 11-00 a.m. or soon thereafter.

Any Person(s) or Creditor Contributory desirous of supporting or opposing the said Petition, should sent to the Petitioner or his Advocate at the office address mentioned hereunder a Notice of his intention signed by him or his Advocate with his full name and address so as to reach the Petitioner's Advocate mentioned hereunder not later than five days before the date fixed for hearing of the Petition and appear at the hearing for the purpose in person or by an Advocate.

A copy of the Petition will be furnished by the Petitioner's Advocate to any Creditor or contributory on payment of the prescribed charges for the same.

Any affidavit intended to be used in opposition to the Petition, should be filed in Court and a copy thereof served on the Petitioner's Advocate not less than five days before the date fixed for hearing.

Dated this 29th day of November, 2017.

**A. M. SARAOGI,**  
Advocate for the Petitioners.

6A, 6B, 2nd Floor, Old Oriental Bldg.,  
Opp. Welcome Hotel, N. M. Road,  
Fort, Mumbai 400 001.

**Serial No. M-17254**

**BSE LIMITED**

Pursuant to the direction by SEBI, The revised Bye-law 5 (e) Chapter VII, of the Bye-laws of the Exchange are required to be published in the *Official Gazette* of the State of Maharashtra.

**BYE-LAWS**

The revised Bye-law 5 (e) Chapter VII, of the Bye-laws of the Exchange is as follows :—

**Inviolability of Trade—**

The decision of the Exchange to annul the trade(s) or reset the price of trade(s) is subject to review, on the request of the aggrieved party, by the Independent Oversight Committee on “Trading and Surveillance function” of the Exchange. The Exchange, in any case, shall not be liable for any losses/liabilities arising out of annulment of the trade(s) or resetting of the price of the trade(s).

PRAJAKTA POWLE,

Company Secretary & Compliance Officer.

**For BSE Limited**

SHAILESH JAIN,

Deputy General Manager.

Place : Mumbai,

Date : 24th November 2017.

*Registered Office :*

BSE Limited, 25 Floor, P. J. Towers, Dalal Street, Mumbai 400 001.

Corporate Identification No. (CIN) : L67120MH2005PLC155188.

**बीएसई लिमिटेड**

सेबी ने केलेल्या सूचनेच्या अनुशंगाने खालील उपविधी महाराष्ट्र राज्याच्या शासकीय गॅझेट मध्ये प्रकाशित करणे आवश्यक आहे.

**उपविधी**

एक्सचेंजच्या उपनियमांचे सुधारित उप-विधी प्रकरण ७ मधील ५ (इ) खालीलप्रमाणे आहे :—

**व्यापाराची अनुल्लंघनीयता—**

एक्सचेंजद्वारे केलेले व्यापार रद्द करणे किंवा व्यापाराची किंमत पुन्हा निश्चित करण्यासाठी तक्रारदार पक्षाच्या विनंती अर्जाचे पुनरावलोकन एक्सचेंजच्या “ट्रेडिंग आणि सर्व्हेलन्सच्या कामकाज ” समितीद्वारे स्वतंत्र पर्यवेक्षण करण्याचा अधिकार राहिल.

कोणतेही नुकसान/व्यापार विलोपना बाहेरील उद्भवलेल्या जबाबदाऱ्या किंवा व्यापाराची किंमत पुन्हा निश्चित केल्याने होणाऱ्या नुकसानाला एक्सचेंज जबाबदार राहणार नाही.

**प्राजक्ता पोवळे,**

कंपनी सचिव आणि अनुपालन अधिकारी.

**बीएसई लिमिटेडसाठी**

**शैलेश जैन,**

उप महाव्यवस्थापक.

ठिकाण : मुंबई,

दिनांक २४ नोव्हेंबर २०१७.

**नोंदणीकृत कार्यालय :**

बीएसई लिमिटेड, २५ मजला, पी.जे. टॉवर्स, दलाल स्ट्रीट, मुंबई ४०० ००१.

सी नंबर : (CIN) : L67120MH2005PLC155188

**टीप.—**वरील उपनियमांच्या मराठी भाषांतरात आणि इंग्रजी भाषांतरात कोणतीही विसंगती आढळल्यास इंग्रजी भाषेतील उपनियम ग्राह्य धरले जातील.

**Serial No. M-17255**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**ORDINARY ORIGINAL CIVIL JURISDICTION**

COMPANY PETITION NO. 414 OF 2016

**Public Notice**

In the matter of Petition under Section 433(e), 439  
and 434 of the Companies Act, 1956;

AND

In the matter of winding-up of Dunnimaa Engineers  
and Divers Enterprises Pvt. Ltd.

AND

In the matter of Dunnimaa Engineers and Divers  
Enterprises Pvt. Ltd., a company incorporated  
under the provisions of the Companies Act, 1956  
and having its Registered Office at D-159, MIDC  
Nerul, Navi Mumbai 400 706.

CIN U28920MH1996PTC099909

... The Company

Om Prakash Yadav  
An adult Indian Inhabitant,  
Residing at H.No. 529/7A, Vijay Nagar,  
Konsiwas Road, Rewari,  
Haryana 123 401.

... *Petitioner.*

**Advertisement of Petition**

Notice is hereby given that a Petition for the winding up of the abovenamed company by the Hon'ble High Court of Bombay was on 27th May 2016 presented by Mr. Om Prakash Yadav to the said Court by the Petitioner abovenamed Creditor of the Company and the said Company and the said Petition stands accepted/admitted in pursuance of the Court Order dated 9th August 2016 and *vide* order dated 25th September 2017 the same is now fixed for hearing before the Company Judge on 19th December 2017 at 11-00 a.m. in the forenoon or soon thereafter.

And Creditor Contributory or Other Person desirous of supporting or opposing the making of order on the said Petition, should sent to the Petitioner's Advocate or his Advocate at his office address mentioned hereunder, a Notice of his intention signed by him or his Advocate with his full name and address so as to reach the Petitioner or his Advocate not later than five days before the date fixed for hearing of the Petition and appear at the hearing for the purpose in person or by his Advocate.

A copy of the Petition will be furnished by the undersigned to any creditor or contributory on payment of the prescribed charges for the same.

Any Affidavit intended to be used in position to the Petition should be filed in Court and a copy thereof served on the Petitioner his advocate not less than five days before the date fixed for hearing.

Bombay, dated this 30th day of November, 2017.

Room No. 56, 3rd Floor,  
High Court Library,  
Fort, Mumbai 400 032.  
भाग दोन (संकीर्ण)—१०अ

SATENDRA KUMAR,  
Advocate for the Petitioner.

**Serial No. M-17256**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**ORDINARY ORIGINAL CIVIL JURISDICTION**

COMPANY PETITION NO. 1302 OF 2015.

**Public Notice**

In the matter of sections 433 (e) and 434 read with  
section 439 of the Companies Act, 1956;

AND

In the matter of Winding up of Logix Express Pvt.  
Ltd., Corporate Identity  
Number U64100GJ2011PTC067415

TV 18 Home Shopping Network Limited

... *Petitioner*

**Advertisement of Petition**

A Petition under section 433 (e) and 434 read with section 439 of the Companies Act, 1956 for the winding up of the abovenamed Company Logix Express Private Limited was presented by TV18 Home Shopping Network Limited on 20th July, 2015 and the said Petition stands admitted in pursuance to the Hon'ble Court's Order dated 12th July, 2017 and the said Petition is fixed for hearing before the Company Judge on 31st August, 2017 at 11-00 a.m. or soon thereafter.

Any person desirous of supporting or opposing the said Petition, should send to the Petitioner's Advocate, Notice of his intention, signed by him or his Advocate, with his full name, address so as to reach the Petitioner's Advocate not later than 5 days before the date fixed for hearing of the Petition where he seeks to oppose the Petition, the grounds of opposition or a copy of his Affidavit shall be furnished with such notice.

A copy of the Petition will be furnished by the undersigned to any person requiring the same on payment of the prescribed charges for the same.

Mumbai, dated this 30th day of November, 2017.

CHETAN B. RAITHATHA,  
Advocate for the Petitioner.

1102, Living Essence CHS Ltd.,  
Akurli Cross Road, Lokhandwala Township,  
Kandivali (East), Mumbai 400 101.

**Serial No. M-17257**

**TATA CONSULTANCY SERVICES LIMITED**

*Regd. Office : 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021*

**Notice**

Notice is hereby given that the certificates for the under mentioned securities of the Company have been lost/mislaid and the holder of the said securities/applicant has applied to the Company to issue duplicate certificates.

Any person who has a claim in respect of the said securities should lodge such claim with the Company at its Registered Office within 15 days from this date, else the Company will proceed to issue duplicate certificates without further intimation.

Name of Holder	Kind of Securities and Face Value	No. of Securities	Distinctive Nos.
Jacob Chacko	Equity shares Rs. 1	294	489366652 to 489366945
Jacob Chacko	Equity shares Rs. 1	294	480173764 to 480174057

Mumbai,

Dated the 28th November 2017.

JACOB CHACKO,

Name of holder/Applicant.

\_\_\_\_\_

**Serial No. M-17258**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**

**ORDINARY ORIGINAL CIVIL JURISDICTION**

COMPANY PETITION NO. 626 OF 2014

**In the matter of The Companies Act, 1956**

**AND**

In the matter of Winding up of PARADISE POLYMERS LTD. a Limited Company Incorporated under the provision of The Companies Act, 1956 having its Registered Office at 4, Lunkad Tower, Near General Post Office, Jilha Peth, Jalgaon 425001. CIN No. U24130MH 1988 PLCO49613

SMT BHRANTI PRADEEP SANGHAVI An Indian Inhabitant of Mumbai carrying On business in the name and style of M/s. CRYSTAL FINE CHEMICALS at 403, Bhaveshwar Complex, Near Vidyavihar Railway Station, Vidyavihar (West), Mumbai 400 086 as a Sole Proprietress Thereof.

NOTICE OF PROPOSED WITHDRAWAL OF PETITION NOTICE is hereby given that a Petition under section 433 & 434 of The Companies Act, 1956 for winding up of the Company above named was presented on 11th March, 2014 and was admitted by the Order dated 25th January, 2016 passed by the Company Judge. The Parties have settled their dispute and therefore, the Petitioner proposes to withdraw the said Petition The said Petition is fixed for Withdrawal before the Company Judge on 22nd December 2017 at 11-00 o'clock in the forenoon.

ANY CREDITOR, CONTRIBUTORY OR OTHER PERSON desirous of supporting or opposing the said Application for proposed withdrawal of the Petition, should send to the Petitioner's Advocate notice of his intention, signed by him or his Advocate with his full name and address, so as to reach the Petitioner's within 14 days, before the date fixed for the withdrawal of the said Petition where he seeks to oppose the proposed withdrawal, the grounds of his opposition or a copy of the Affidavit shall furnish with such notice.

Any Affidavit intended to be used in opposition to the proposed withdrawal of the Petition, Should be filed in Court and a copy to be served on the Petitioner or his Advocate not less than 14 days before the date fixed for withdrawal.

MAHESH L. DEVANI,  
Advocate for the Petitioner.

Mumbai,  
dated this 5th day of December, 2017

Bldg. NO. 84, Flat No. B/401,  
Tilaknagar, Chembur,  
Mumbai 400 089.



**बृहन्मुंबई महानगरपालिका**

**जाहीर सूचना**

क्रमांक संचालक (अभिसेवप्र)/३७३८

बृहन्मुंबई महानगरपालिका अधिनियम, १९८८ (आजतागायत सुधारित) च्या कलम २९७(१)(ब) अन्वये खालीलप्रमाणे जाहीर सूचना देण्यात येत आहे :—

बृहन्मुंबई महानगरपालिकेच्या 'पी/दक्षिण' विभागातील सध्या अस्तित्वात असलेला रस्ता जो 'गोरेगाव-मुलुंड लिंक रोड' या नावाने आहे आणि त्यास ४५.७० मी. ते ६१.०० मी. प्रस्तावित नियमित रेषा विहित करण्याबाबतचा प्रस्ताव दिनांक १५ जानेवारी २०१८ रोजी महापालिकेच्या सभेमध्ये किंवा त्यानंतर जेव्हा केव्हा सदरहू प्रस्ताव निकालात काढण्यात येईल अशा महापालिकेच्या सभेत मांडण्यात येईल.

उपरोक्त प्रवर्तनात अस्तित्वात असलेला (मंजूर सुधारित नियोजन रस्ता, १९९१) आणि प्रस्तावित नियमित रेषा दाखविणारा नकाशा क्र. काअ(वावस)/उपनगर/आरएल/१७६, दिनांक १ ऑगस्ट २०१७ उप प्रमुख अभियंता (वाहतूक) यांच्या अभियांत्रिकी केंद्रस्थान इमारत, तळ मजला, डॉ. ई. मोजेस रोड, वरळी, मुंबई ४०० ०१८ येथील कार्यालयात व सहायक आयुक्त 'पी/दक्षिण' विभाग महापालिका कार्यालय इमारत, सीटीएस क्र. ७४६, व्हीलेज पहाडी, स्वामी विवेकानंद मार्ग, गोरेगाव (प.), मुंबई ४०० १०४ येथे कार्यालयीन वेळेत निरीक्षणासाठी ठेवण्यात आला आहे.

ज्या कोणास उपरोक्त प्रस्तावित रस्ता रेषेबाबत लेखी सूचना/हरकती पाठवावयाच्या असतील त्यांनी त्या महानगरपालिका चिटणीसांच्या कार्यालयात संबंधित सभेच्या किमान ३ (तीन) दिवस आधी प्राप्त होतील अशाप्रकारे पाठवाव्यात. कृपया त्यानंतर पाठविलेल्या सूचना/हरकती विचारात घेतल्या जाणार नाहीत.

**विनोद चिठोरे,**

संचालक (अभि. सेवा व प्रकल्प).

दिनांक १३ नोव्हेंबर २०१७.

PRO/1640/ADV/2017-18.

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**Public Notice**

No. Dir./E.S. & P./3738

Pursuant to section 297(1)(b) of Mumbai Municipal Corporation Act, as modified upto date, the undersigned proposes to apply to the Municipal Corporation at their meeting to be held on 15th January 2018 or on such day thereafter, as the said application can conveniently be disposed off for authority to the following proposed;

To prescribe the regular line of which varying from 45.70 mtr. to 61.00 mtr. under section 297(1)(b) of MMC Act, 1888 to the existing of Goregaon-Mulund Link Road as marked in green colour on accompanying plan in "P/S" ward.

A plan No. EE/T & C/SUB/RL/175 of 1st August 2017 showing in existing width of Regular line of road (as per SRDP 1991) and proposed revised regular line to be prescribed in substitution thereof aforesaid is deposited at the office of Deputy Chief Engineer (Traffic) of Municipal Corporation and can be inspected by any desiring to do so, at any time during office hours at this office at Engineering Hub Building, Zero Floor, Ner Worli Naka, Dr. E. Moses Road, Mumbai 400 018 and also at the office of Asstt. Commissioner, 'P/S' ward, CTS No. 746, Village Pahadi Swami Vivekanand Marg, Goregaon (W.), Mumbai 400 104.

Every Person desirous of making any representation of the corporation or of bringing before the Corporation any objection in respect of the said proposal may do so by letter addressed to the Municipal Secretary at the Mahapalika Head Office, and deliver at the said office not less than three clear days before the day of such meeting.

**VINOD CHITHORE,**

Director,

(Engineering, Services and Project).

Dated 13th November 2017.

PRO/1640/ADV/2017-18.

**राज्यकर सहआयुक्त (प्रशा.), ठाणे विभाग, ठाणे**

**अधिसूचना**

[केंद्रीय विक्रीकर (मुंबई) नियम, १९५७ च्या नियम ४अ पैकी पोट-नियम (७) याप्रमाणे]

क्रमांक विसहआ/व्हॅट-प्रशा./ठाणे शहर/गहाळ क नमुना/१७-१८/ब-४०५५.

ज्याअर्थी, मे. साई कृपा एन्टरप्रायजेस, पत्रकारनगर, बीआयएमएस पॅराडाईज कॉलेजच्या समोर, कोपरी, ठाणे (प.) ४०० ६०३ महाराष्ट्र मूल्यवर्धित कर कायदा, २००२ खालील नोंदणी दाखला क्रमांक २७१००५८२२८१व्ही व केंद्रीय विक्रीकर कायद्याखालील नोंदणी दाखला क्रमांक २७१००५८२२८१सी यांजकडून असे कळविण्यात आले आहे की, केंद्रीय विक्रीकर (मुंबई) नियम, १९५७ च्या कलम ८ पैकी पोट-कलम (४) प्रमाणे त्यांना मंजूर करण्यात आलेली प्रतिज्ञापत्र क नमुने क्रमांक एमएच-०९/१४४२१४९ व एमएच-११/१३०२०३ ते एमएच-११/१३०२१० (एकूण ०९ सी नमुना) त्यांच्याकडून गहाळ झालेले आहेत. तसेच आपलं महानगर, मुंबई व आफटरनून डिस्पेच अँड कुरियर, मुंबई या वर्तमानपत्रात दिनांक ३ जुलै २०१७ व दिनांक २ जून २०१७ रोजी जाहिरात दिलेली आहे.

त्याअर्थी, मी, एम. व्ही. महाजन, विक्रीकर सहआयुक्त (व्हॅट प्रशा.), ठाणे शहर विभाग, ठाणे, केंद्रीय विक्रीकर अधिनियम (मुंबई) नियम, १९५७ च्या नियम ४अ पैकी पोट-नियम (७) अन्वये विहित केलेल्या अधिकारांचा वापर करून असे जाहीर करतो की, सदरहू क नमुने क्रमांक एमएच-०९/१४४२१४९ व एमएच-११/१३०२०३ ते एमएच-११/१३०२१० (एकूण ०९ सी नमुने) रद्द ठरविण्यात आलेले आहेत.

ठाणे,  
दिनांक ३० नोव्हेंबर २०१७.

**एम. व्ही. महाजन,**  
राज्यकर सहआयुक्त (प्रशा.),  
ठाणे विभाग, ठाणे.

**THE JOINT COMMISSIONER OF STATE TAX (ADM.),  
THANE CITY, THANE**

**NOTIFICATION**

[Notification under sub-rule (7) of the Central Sales Tax (Mumbai) Rules, 1959]

No. JCST/VAT-Adm/Thane City/Form 'C'/2017-18/B-4055

Whereas, it has been brought to my Notice by M/s. Sai Krupa Enterprises, Patrakar Nagar, Opp. BIMS Paradise College, Kopari, Thane (E.) 400 603 of R.C.No. 27100582281V under Maharashtra Value Added Tax Act, 2002 and 27100582281C under Central Sales Tax Act, 1956 that declaration referred to in sub-section (4) of section 8 of Central Sales Tax Act, 1956 in Form "C" issued to them bearing Serial No. MH-09/1442149 and MH-11/130203 to MH-11/130210 (Total 09 "C" Form) has been lost in respect said fact, advertisement was given in local Apla Mahanagar, Mumbai and The Afternoon Despatch & Courier on 3rd July 2017 and 2nd June 2017.

After considering above facts I, M. V. Mahajan, Joint Commissioner of Sales Tax, (Vat Adm.), Thane City Div., Thane, in exercise of the power vested in me under sub-rule (7), rule 4A of the Central Sales Tax (Mumbai) Rules, 1957 hereby declare that the said declaration in Form 'C' bearing Serial No. MH-09/1442149 and MH-11/130203 to MH-11/130210 (Total 09 "C" Form) shall be considered invalid and cancelled.

Thane,  
dated 30th November 2017.

**M. V. MAHAJAN,**  
Joint Commissioner of State Tax  
(Adm.), Thane City Division, Thane.

## वृहन्मुंबई महानगरपालिकेच्या अर्थसंकल्प अ आणि ब विभागाचे माहे ऑगस्ट २००३

क्र. एमएस/२५३८/एसटीसी., दिनांक २८ जून २००४

## जमा व खर्चाचे विवरणपत्र

जमा	रुपये	पैसे	खर्च	रुपये	पैसे
<b>आरंभीची शिल्लक</b>					
विभाग — एक	१०२०९५८२६१.५८				
विभाग — दोन	९४३७८४२८८.९१				
विभाग — तीन	१८६१५५८६५.०१				
<b>अ — महसूल लेखा</b>			<b>अ — महसूल लेखा</b>		
विभाग — एक	९४९२१८७८३५.०९		विभाग — एक	७०९४३७०९९१.३०	
विभाग — दोन	१८४१३८३८९२.९६		विभाग — दोन	१६२१९६९२९.३७	
विभाग — तीन	६४९९३४७१२.९२		विभाग — तीन	१२६५५०६०८३.७६	
<b>वृक्ष प्राधिकरण</b>			<b>वृक्ष प्राधिकरण</b>		
विभाग — एक	७१३५३०७.८७		विभाग — एक	२१५०१९७९.५८	
<b>ब — भांडवली लेखा</b>			<b>ब — भांडवली लेखा</b>		
विभाग — एक	१४०८४३९३१८.७५		विभाग — एक	१७४२८६५३३	
विभाग — दोन	. . . . .		विभाग — दोन	१८६७१६६८६	
विभाग — तीन	. . . . .		विभाग — तीन	१९४१४५४०१	
<b>क — अनिश्चित लेखा</b>			<b>क — अनिश्चित लेखा</b>		
विभाग — एक	२१६२३४२७४९९.८४		विभाग — एक	२६०८३२१७२५०.९४	
विभाग — दोन	२७३१३४८५९६.७०		विभाग — दोन	३७०२१३३०२२.३२	
विभाग — तीन	१५६१८८१०८०.०७		विभाग — तीन	१०५५३३८५४९.२८	
<b>ड — सुधार योजना लेखा</b>			<b>ड — सुधार योजना लेखा</b>		
विभाग — एक	६४५७६६९६.९२		विभाग — एक	१८६७३८९६७.१३	
<b>इ — सुधार योजना लेखा (शहरे)</b>			<b>इ — सुधार योजना लेखा (शहरे)</b>		
विभाग — एक	३४३५९८६.७२		विभाग — एक	३२६१२३२.१९	
<b>फ — सुधार योजना लेखा (उपनगरे)</b>			<b>फ — सुधार योजना लेखा (उपनगरे)</b>		
विभाग — एक	१०५०८२६.१५		विभाग — एक	३८१७९९५.८७	
<b>गलिच्छ वस्ती सुधार लेखा</b>			<b>गलिच्छ वस्ती सुधार लेखा</b>		
विभाग — एक	६९५५०६४५.५५		विभाग — एक	४६१०३५४३.०४	
<b>अखेरची शिल्लक</b>			<b>अखेरची शिल्लक</b>		
विभाग — एक			विभाग — एक	७७४६३९६५.४२	
विभाग — दोन			विभाग — दोन	५६७०१४०.८८	
विभाग — तीन			विभाग — तीन	१२५०१८३७६.०४	
<b>एकूण . .</b>	<b>४१५९७२५०८९५.०४</b>		<b>एकूण . .</b>	<b>४१५९७२५०८९५.०४</b>	

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

बृहन्मुंबई महानगरपालिकेच्या अर्थसंकल्प अ आणि व विभागाचे माहे ऑगस्ट-२००३

जमा व खर्चाचे विवरणपत्र

जमा	अर्थसंकल्पीय अंदाज	मागील महिना जुलै २००३	चालू महिना ऑगस्ट-२००३	एकूण ऑगस्ट-जुलै २००३	मागील वर्षाचा संबंधित महिना ऑगस्ट-२००२
	रुपये	पैसे	रुपये	पैसे	रुपये

जमा - अ - महसूल लेखा भाग - एक

१. सर्वसाधारण कर, अप्रत्यक्ष कर आणि संकीर्ण महसूल -

- अ - सर्वसाधारण कर  
ब - जकात  
बब - रंगभूमी कर  
क - अन्य प्राप्ती  
ड - शिक्षण कर संकलनाच्या प्रमाणशीर  
खर्चापुढे जमा.

२. संग्रहालये

३. विनामूल्य वाचनालये आणि ग्रंथालये

४. महानगरपालिका माध्यमिक शाळा

५. घन कचरा व्यवस्थापन

६. पर्जन्य जलवाहिन्या

७. यांत्रिकी आणि विद्युत

८. इमारती, भूमिसंपादन आणि व्यवस्थापन

अ - जमीन विक्रीचे उत्पन्न

ब - अन्य प्राप्ती

क - विकास आकारापासून प्राप्ती

९. अग्निशमन दल

अ - अग्निशमन कर

ब - अन्य प्राप्ती

१०. अनुज्ञापन आणि सार्वजनिक रस्त्यावरील  
अतिक्रमणे हलविणे.

११. दुकाने आणि तत्सम संस्था,  
अधिनियम, १९४८ चे प्रशासन.

१२. उद्याने, करमणूक केंद्रे आणि खुल्या जागा

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

१. अ - सर्वसाधारण कर	८०४४७४०००.००	३९०५४३८५६.९८	५३३४१८६४.३६	४४३८८५७२१.३४	२५४७८३००६.८१
ब - जकात	२०९५५००००००.००	६२०८००५१३७.९५	१६८६६३३६५५.१३	७८९४६३८७९३.०८	८७०६०५२४४५.३०
बब - रंगभूमी कर	१५३००००.००	४९२०२०.६५	११३६६७.३०	६०५६८७.९५	५९०७९०.७०
क - अन्य प्राप्ती	१३०७५८०००.००	३१६४८०७५८.७५	८७६२५१९४.५९	४०४१०५९५३.३४	३७०७६६५४३.०५
ड - शिक्षण कर संकलनाच्या प्रमाणशीर खर्चापुढे जमा.	४८९१०००.००	...	...	...	...
२. संग्रहालये	७३००००.००	१४०३६५.५०	...	१४०३६५.५०	२३७५८२.५०
३. विनामूल्य वाचनालये आणि ग्रंथालये	...	...	...	...	...
४. महानगरपालिका माध्यमिक शाळा	८५४११४०००.००	३०३५८५.५०	३१५९९६.५०	६१९५८२.००	६८६२५९.५०
५. घन कचरा व्यवस्थापन	२४०६६२०००.००	१४५८८३१.७१	३८७२५२८.१७	१८४६३५९.८८	२२८६३१३४.३४
६. पर्जन्य जलवाहिन्या	१००००००.००	४४७९१२.००	१२०८६५४.००	१६५६५६६.००	४१२११२
७. यांत्रिकी आणि विद्युत	२०३५०००.००	९६८८९६.५१	२४६९५०.९४	१२१५८४७.४५	३६२८१३१.०७
८. इमारती, भूमिसंपादन आणि व्यवस्थापन	...	२६६४६.८१	१०१०८२४.८०	१०३७४७१.६१	१०४११४२.००
अ - जमीन विक्रीचे उत्पन्न	६४२८५००००.००	१४१८८७५९४.०७	३२१९५४३९.८१	१७४०८३०३३.८८	२६७७३२००१.९३
ब - अन्य प्राप्ती	...	२३३४३५९३.००	३११३४०१.००	२६४५६९९४.००	२७६२५८४३.००
क - विकास आकारापासून प्राप्ती	...	...	...	...	...
९. अग्निशमन दल	१२११२८०००.००	२९२९४६५२.९०	१८८७०३५३.२४	४८१६५००६.१४	३६६३३९०६.८६
अ - अग्निशमन कर	२०२५००००.००	५७०२५२०.६५	१२७५६२१.००	६९७८१४१.६५	६६९६०९२
ब - अन्य प्राप्ती	२११८४००००.००	६३००८१६५.६५	१७६९५६३७.७५	८०७०३८०३.४०	६५९०३४६६.१०
१०. अनुज्ञापन आणि सार्वजनिक रस्त्यावरील अतिक्रमणे हलविणे.	...	२८७९३६०.५०	८१९५९३.००	३६९८८७३.५०	५५६१६०२.५५
११. दुकाने आणि तत्सम संस्था, अधिनियम, १९४८ चे प्रशासन.	३२९८३०००.००	७७९४२८१.३१	१५८२९११.०६	९३७७९९२.३७	९४७८६८८.१६
१२. उद्याने, करमणूक केंद्रे आणि खुल्या जागा	...	...	...	...	...

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

७७

१३. बाजार	११९०७९०००.००	२५४४७८४४.७५	१५०८१५५४.००	४०५२९३९८.७५	२२३४८५५.९०
१५. वाहतूक प्रचालन रस्ते आणि पूल	७६७११५०००.००	१६१५३५७२२.५५	३०६९७०८३.१२	१९२२३२८०५.६७	२०७२५११४३.३६
१६. अंशदान	१८२००००००.००	२३४६९३२०.००	९२७४२००.६४	३२७४३५८४.००	४५६१८८३.८१
एकूण बेरीज - भाग - एक (१ ते १६) पुढे नेले	२५१९६१७८०००.००	७४१६३६१०६७.७४	१९६४९७५११३.७७	९३८१३३६१८१.५१	१०११४८४७१३०.९४
एकूण बेरीज - भाग - एक (१ ते १६) पुढे आणले	२५१९६१७८०००.००	२५१९६१७८०००.००	२५१९६१७८०००.००	२५१९६१७८०००.००	२५१९६१७८०००.००
१७. असाधारण जमा	१३३०००.००	१३३०००.००	१३३०००.००	१३३०००.००	१३३०००.००
१८. मुंबई विद्युत पुरवठा आणि परिवहन निधीमधून स्थानांतरण.	३००३६०००.००	१२९६९८८	३००३६०००.००	१२९६९८८	३००३६०००.००
१९. शासनाकडून संकलनाप्रित्यर्थ सूट	३८००००००.००	३८००००००.००	३८००००००.००	३८००००००.००	३८००००००.००
२०. करमणूक करातील हिस्सा	३३३३३८०००.००	३३३३३८०००.००	३३३३३८०००.००	३३३३३८०००.००	३३३३३८०००.००
२१. कृषितर कर आणि भूमी महसुलाचा हिस्सा	२५२९७६८५०००.००	७४१७६५८०५५.७४	१९६४९७५११३.७७	९३८२३३६१८१.५१	१०११४८४७१३०.९४
भाग - दोन	२५२९७६८५०००.००	७४१७६५८०५५.७४	१९६४९७५११३.७७	९३८२३३६१८१.५१	१०११४८४७१३०.९४
३१. सार्वजनिक आरोग्य विभाग	८६३०७०००.००	१२७५४०७८.५५	२४२७८२३.१५	१५१८१९०१.७०	१५७१४८३५.०५
३२. वैद्यकीय सहाय्य आणि शिक्षण	२१०४०२०००.००	७६७८८८२०.७४	१३७९१६६१.३९	९०५८०४८२.१३	८०३६१७०९.६६
३३. बृहन्मुंबई परिसरातील वायू प्रदूषण नियंत्रणासाठी उपाययोजना.	९५७१०००.००	२९२४६३७.५०	८६७४४.२५	३७९२२८१.७५	३३६०९४९.००
एकूण बेरीज - भाग - दोन	३०६२८००००.००	९२४६७५३६.७९	१७०८७१२८.७९	१०९५५४६६५.५८	९९४३७४९३.७१
एकूण बेरीज - अ - महसूल लेखा	२५६०३९६५०००.००	७५१०१२५९२.५३	१९८२०६२२४२.५६	९४९१८७८३५.०९	१०२१४२८४६२४.६५
वृक्ष प्राधिकरण	९८४६८०००.००	५२६७८५०.८७	१८६७४५७.००	७१३५३०७.८७	५६८८६७१.१०
जमा - ब - भांडवली लेखा	५१४४१६७०००.००	१४००००००००.००	१४००००००००.००	१४००००००००.००	१४००००००००.००
कर्ज निधी	३५३६०६०००.००	७५३१६९८.७५	९०७७००.००	८४३९३९८.७५	६३९३५१९.००
विश्वस्त आणि अन्य निधी	५४९७७७३०००.००	१४०७५३१६९८.७५	९०७७००.००	१४०८४३९३९८.७५	१००६३९३५१९.००
एकूण ब - भांडवली लेखा	५४९७७७३०००.००	१४०७५३१६९८.७५	९०७७००.००	१४०८४३९३९८.७५	१००६३९३५१९.००



महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

७९

खर्च	अर्थसंकल्पीय अंदाज रुपये	मंजूर केलेला बदल रुपये	अंतीम अनुदान सुधारित अनुदान रुपये	मागील महिना जुलै, २००३ रुपये	चालू महिना ऑगस्ट, २००३ रुपये	एकूण ऑगस्ट, २००३ रुपये	मागील वर्षाचा संबंधित महिना ऑगस्ट, २००२ रुपये
<b>अ - महसूल खर्च भाग - एक</b>							
(एक) सर्वसाधारण पर्यवेक्षण, महसूल संकलन इ.	१५२७२३३०००	...	...	५४४९१२०७७.२८	१६००२३२२०.९६	७०५०१५२९८.२४	६०९६७०६३८.९७
(दोन) संग्रहालये	२८६९०००	...	...	८९२१०४.८१	२२६९१६.४५	१११९०२१.२६	११७७७७३.१८
(तीन) विनामूल्य वाचनालये आणि ग्रंथालये	२०००	...	...	...	...	...	...
(चार) महानगरपालिका माध्यमिक शाळा	५४०५८३०००	...	...	१८१४०९१७५.२८	३९६१७३२३.९२	२२१०२६४९९.२०	१९२३६९४०९.४२
(पाच) घन कचरा व्यवस्थापन	२०६३१८००००	...	...	५९३०९६६५८.७८	३३४४९५२६८.४१	९२७५११९२७.१९	६८१६७७६५२.७९
(सहा) पर्जन्य जलवाहिन्या	२९९१७००००	...	...	७८५२०३६०.०५	१८७५१४६९.७८	९७२७१८२९.८३	६५८६४७०६.३९
(सात) यांत्रिकी आणि विद्युत	१७०९७०००	...	...	६९००९६६२.७४	३२८२०८७१.९९	३६१८८७९०.७५	१८६६८१४६६.२८
(आठ) इमारती, भूमिसंपादन आणि व्यवस्थापन	२४१४३३०००	...	...	६४६६७२३३.५५	१६९४६३२५.७६	८१६१३५५९.३१	७६५६७३२९.२४
(नऊ) अग्निशमन दल	२८४५८८०००	...	...	८९७०५५६५.५०	२१३७९२००.७३	१११०८४७६६.२३	१०४४७५१८१.४७
(दहा) अनुज्ञापन आणि सार्वजनिक रस्त्यावरील अतिक्रमणे हलविणे.	१०६०७९०००	...	...	३५५५३९७१.९३	१२२६८५८३.००	४७८२२५५४.९३	३६९९७००९.७९
(अकरा) दुकाने आणि तत्सम संस्था, अधिनियम, १९४८ चे प्रशासन.	२७९९८०००	...	...	८२६६८४८.९४	२३०५८.३४	१०५७२६८२.९४	१०४०८७६०.९७
(बारा) उद्याने, करमणूक केंद्रे आणि खुल्या जागा	१८२०८९०००	...	...	३३३९४८८५.९८	१२५८९५०६.५५	४५९८४३९२.५३	३९७००३५२.०५
(तेरा) बाजार	४३९३९४०००	...	...	१८३५८१७४५.७६	१३९५३७६८.६०	१९७५३५५१४.३६	५८१९५६१९.६४
(पंधरा) वाहतूक प्रचालन रस्ते आणि पूल	१४०३७८००००	...	...	३०२९८२९६१.१४	७७४९७९४०.७२	३८०४८०९०१.८६	२७०६७२३८९.६४
(सोळा) खालील बाबींसाठी अंशदान- (एन) मुंबई महानगरपालिका कर्मचाऱ्यांनी घेतलेल्या गृहकर्जावरील व्याजावर अनुदान.	४५७१४०००	...	...	४९९७५२३१२	१८८७०७६.९०	६८८४६००.०२	३०५४००९.६८
(ए) मुंबई महानगरपालिका अधिनियम, १२५(२)(डी) अन्वये अर्थसंकल्प ब सुधार योजना.	४१०९००००	...	...	...	...	...	...
(बी) मुंबई महानगरपालिका अधिनियम, १२६(सी)(सी) अन्वये अर्थसंकल्प ई सुधार योजना.	१०२७२५०००	...	...	...	...	...	...
(सी) मुंबई महानगरपालिका अधिनियम, १२६(सी)(सी-१) अन्वये अर्थसंकल्प ई ला विशेष अंशदान.	२९८८७२७०००	...	...	...	...	...	...





महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

८१

खर्च	अर्थसंकल्पीय अंदाज रुपये	मंजूर केलेला बदल रुपये	अंतीम अनुदान सुधारित अनुदान रुपये	मागील महिना जुलै, २००३ रुपये	चालू महिना ऑगस्ट, २००३ रुपये	एकूण ऑगस्ट, २००३ रुपये	मागील वर्षाचा संबंधित महिना ऑगस्ट, २००२ रुपये
(सतरा) संकीर्ण	१४९०१०००	..	..	२८६६०१६.८६	११६८१७४	४०३४१९०.८६	५०५३८१३.२६
(अठरा) निवृत्ती वेतन आणि निवृत्ती वेतनाह इतर फायदे	२९६०४२२०००	..	..	११२७७०८२७९.३६	३१२७२३९५.३४	१४४०४३२२३२.७०	१३७५३०९९६२.०६
(एकोणीस) महाराष्ट्र शासनाने स्थापन केलेल्या मुंबई इमारत दुरुस्ती आणि पुनर्रचना मंडळ्यास अंशदान.	१००००००००	..	..	..	..	..	३५५१.४९
(वीस) ग्रामीण सुख-सोयी	१०९९९०००	..	..	..	..	..	..
(एकवीस) प्रत्येक मतदारसंघामध्ये अनपेक्षित कामांसाठी खास तरतूद.	१४२००००००	..	..	३०००	..	३०००.००	५०१९३३.००
(बावीस) सुधारित वेतनश्रेणीमुळे करावाय्या थकबाकीच्या अधिदानासाठी ठोक तरतूद.	..	..	..	३१३३८	..	३१३३८.००	१०२३२४६७०.००
(तेवीस) मुंबई नागरी विकास प्रकल्प - एक	९०१७४०००	..	..	..	..	..	..
(चोवीस) सानुग्रह अधिदानासाठी ठोक तरतूद	..	..	..	..	..	..	..
(पंचवीस) खात्यांमार्फत सामायिक सेवा	..	..	..	२४८४५५६१.४५	७०९२५०९.०९	३१९३८०६२.५४	२७०१६५५२.६७
(सव्वीस) मागील दायित्वे भागविण्याकरिता ठोक तरतूद	..	..	..	..	..	..	..
(सत्तावीस) अदत्त मालमत्ता कर आणि जल आकार	..	..	..	..	..	..	..
(अष्टवीस) यांच्या अधिदानाकरिता ठोक तरतूद.	..	..	..	..	..	..	..
सुधारित वेतनश्रेणीमुळे होणारा आवर्ती आस्थापना खर्च भागविण्यासाठी ठोक तरतूद.	..	..	..	..	..	..	..
महानगरपालिका कर्जावरील व्याज	..	..	..	२०२८१३९९.५०	२६०५०.००	२०३०७४४९.५०	३५२९५११३६.५१
<b>एकूण भाग - एक</b>	<b>१९०२९५२२०००</b>	..	..	४६४४७०७३७०.०३	<b>१०००१३२४२.२२</b>	<b>५६४४८३९६१२.२५</b>	<b>५२१२४१०७९३.५२</b>
<b>भाग - दोन</b>							
(एकतीस) सार्वजनिक आरोग्य विभाग	४१७६९२०००	..	..	१०४७५०२८६.३१	३०७८२४६३.८४	१३५५३२७५०.१५	१३१४१९११७.२३
(बत्तीस) वैद्यकीय सहाय्य आणि शिक्षण	३६०२९२७०००	..	..	१०२६५४४९५४.९०	२७५१६३५६९.७१	१३०१७०८५२४.६१	११७१०१२८६०.९५
(तेहत्तीस) बृहन्मुंबईच्या परिसरातील वायू प्रदूषण नियंत्रणासाठी उपाययोजना.	३४०२७०००	..	..	१०२३९४३६.२४	२०५०६६८.०५	१२२९०१०४.२९	१०८२७४८१.५४
<b>एकूण - भाग दोन</b>	<b>४०५४६४६०००</b>	..	..	११४४१५३४६७७.४५	३०७९९६७०१.६०	१४४४५३१३७९.०५	१३१२२५९४५९.७२
<b>एकूण - अ - महसुली खर्च.</b>	<b>२३०८४९६८०००</b>	..	..	५७८६२४२०४७.४८	१३०८१२८९४३.८२	७०९४३७०९९१.३०	६५२४६७०२५३.२४
<b>वृक्ष प्राधिकरण</b>	<b>१४०४१९०००</b>	..	..	१३८८६६४९.८४	७६१५३२९.७४	२१५०१९७९.५८	१८३८७७९८.७९

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

**ब - भांडवली खर्च**

कर्ज कामे आणि विश्वस्त	४६८१२२०००	३६८४४१५६.००	१०२५६४३.००	३५८१८५१३.००	१६५४३०८.००
कर्ज कामे, आरोग्य अंदाज	३२६२५०००००	१८४९९८१३६.००	२५१०६९१०.००	२१०१०५०४६.००	१८४९१०४९७.६२
<b>एकूण - ब - भांडवली खर्च</b>	<b>३७६१४२२०००</b>	<b>१४८१५३९८०.००</b>	<b>२६१३२५५३.००</b>	<b>१७४२८६५३३.००</b>	<b>१९४५६४८०५.६२</b>

**क - अनिश्चित लेखा खर्च**

कर्ज निवारण निधी लेखा - महानगरपालिका	३७७५६९००००	१३७९१२०२.३१	४३५३६९७४.८२	१८०१२३५०३६५.६२	३१२४०९.००
विशेष निधी लेखा आणि कर्ज विमोचन निधी	३७७५०८०००	४०२६३९.००	४८८७२५१.००	५२८९८.९०	३१२४०९.००
कर्ज निवारण निधी लेखा - सुधार योजना	८४३१९८०००	१३८३१४४४१.३१	४८४२४२२५.८२	१८६७३८९६७.१३	२१३५०६९९०.५५
कर्ज निवारण निधी लेखा - सुधार योजना (शहरे)	८५१००००	२५२९७५२.१२	७३१४८०.०७	३२६१२३२.१९	२७५८६५३.४५
कर्ज निवारण निधी लेखा - सुधार योजना (उपनगरे)	८५१००००	२५२९७५२.१२	७३१४८०.०७	३२६१२३२.१९	१००३३.००
अन्य निधी लेखा - सुधार योजना	१२७९७०००	३२८८२८५.९३	५२९७०९.९४	३८१७९९५.८७	२६८७८४४.९७
गुंतवणुकी आणि ठेवी	१२७९७०००	३२८८२८५.९३	५२९७०९.९४	३८१७९९५.८७	२६८७८४४.९७
आगाऊ लेखा	१८४३१७५०००	३४७४९४०४.६१	११३५४१३८.४३	४६१०३५४३.०४	१०७०५१२११.७०
<b>एकूण - क - अनिश्चित लेखा</b>	<b>२१९२२२९०००</b>	<b>२१९३७६५२९५.२९</b>	<b>४९४५५६४२९८.०४</b>	<b>२६०८३२१७२५०.९४</b>	<b>४७२४९३७७४००.०८</b>

**ड - सुधार योजना लेखा खर्च**

अ - सर्वसाधारण लेखा	७७५६९००००	१३७९१२०२.३१	४३५३६९७४.८२	१८०१२३५०३६५.६२	३१२४०९.००
ब - भांडवली लेखा	६७५०८०००	४०२६३९.००	४८८७२५१.००	५२८९८.९०	३१२४०९.००

**एकूण - ड**

**इ - सुधार योजना लेखा गलिच्छ वस्ती निर्मूलन (शहरे) खर्च**

अ - सर्वसाधारण लेखा	८५१००००	२५२९७५२.१२	७३१४८०.०७	३२६१२३२.१९	२७५८६५३.४५
ब - भांडवली लेखा	८५१००००	२५२९७५२.१२	७३१४८०.०७	३२६१२३२.१९	१००३३.००

**एकूण - इ**

**फ - सुधार योजना लेखा गलिच्छ वस्ती निर्मूलन (उपनगरे) खर्च**

अ - सर्वसाधारण लेखा	१२७९७०००	३२८८२८५.९३	५२९७०९.९४	३८१७९९५.८७	२६८७८४४.९७
ब - भांडवली लेखा	१२७९७०००	३२८८२८५.९३	५२९७०९.९४	३८१७९९५.८७	२६८७८४४.९७

**एकूण - फ**

**सुधार योजना लेखा गलिच्छ वस्ती सुधारणा**

सर्वसाधारण लेखा	१०५७१७५०००	३४७४९४०४.६१	११३५४१३८.४३	४६१०३५४३.०४	१०५४३७८८४.७०
भांडवली लेखा	७८६००००००	३४७४९४०४.६१	११३५४१३८.४३	४६१०३५४३.०४	१०५४३७८८४.७०

**एकूण - ग. व सुधारणा**

	१८४३१७५०००	३४७४९४०४.६१	११३५४१३८.४३	४६१०३५४३.०४	१०७०५१२११.७०
--	------------	-------------	-------------	-------------	--------------

## बँकेचे समायोजन

वैकेचे समावयजन	रुपये	पैसे
बँकेच्या पासबुकानुसार शिल्लक (भारतीय स्टेट बँक)	..	२४२५२०८१४.५४
अधिक : धनादेश दि. .... रोजी बँकेत भरले. परंतु बँकेने खात्यावर जमा केले नाहीत. पोहोच दि. ....	..	२४४६८३५५.९९
<b>एकूण</b>	<b>..</b>	<b>२६६९८९१७०.४५</b>
वजा : धनादेश दिले. परंतु अधिदानासाठी सादर केले नाहीत.	..	३८१२३२९२५.३५
रोजकिर्दनुसार शिल्लक (स्तंभ क्र. १०)	..	११४२४३७५४.९०
शासनामधील बँक कार्यालयातील शिल्लक	..	--
आक्षेपांच्या बाबतीतील वचनपत्रे	..	१७८३२३४४०.००
रोख रक्कम रुपये	..	--
कार्यालयातील रोख रकमेतील शिल्लक	..	१३३८४२८०.३२
रोजकिर्दनुसार शिल्लक (स्तंभ क्र. ८)	..	१९१७०७७२०.३२
		७७४६३९६५.४२

(सही)

प्रमुख लेखापाल (कोषागार)

(सही)

महानगरपालिका मुख्य लेखापरिक्षक

## सारांश माहे ऑगस्ट, २००३ (शहर)

जमा	रुपये	पैसे	खर्च	रुपये	पैसे
	१०२०९५८२६१.५८	आरंभीची शिल्लक		..	..
	९४९२१८७८३५.०९	अ-महसुली लेखा		७०९४३७०९९१.३०	
	७१३५३०७.८७	वृक्ष प्राधिकरण		२१५०९९७९.५८	
	१४०८४३९९८.७५	ब-भांडवली लेखा		१७४२८६५३३.००	
	२१६२३४२७४९९.८४	क-अनिश्चित लेखा		२६०८३२१७२५०.९४	
	६४५७६६९६.९२	ड-सुधार योजना लेखा		१८६७३८९६७.९३	
	३४३५९८६.७२	फ-सुधार योजना (शहरे)		३२६१२३२.९९	
	१०५०८२६.१५	इ-सुधार योजना (उपनगरे)		३८१७९९५.८७	
	६९५५०६४५.५५	गलिच्छ वस्ती सुधारणा		४६१०३५४३.०४	
	..	अखेरीची शिल्लक		७७४६३९६५.४२	
<b>एकूण</b>	<b>३३६९०७६२४५८.४७</b>		<b>एकूण</b>	<b>३३६९०७६२४५८.४७</b>	

(सही)

स्थायी समिती सदस्य

(सही)

महानगरपालिका चिटणीसांकरीता

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

वृहन्मुंबई महानगरपालिकेच्या अर्थसंकल्प अ आणि व विभागाचे माहे ऑगस्ट-२००३

जमा व खर्चाचे विवरणपत्र

जमा	अर्थसंकल्पीय अंदाज	मागील महिना	चालू महिना	एकूण	मागील वर्षाचा संबंधित
	२००३-०४	जुलै २००३	ऑगस्ट-२००३	ऑगस्ट-२००३	महिना ऑगस्ट-२००२
	रुपये	पैसे	रुपये	पैसे	पर्यंत
	रुपये	पैसे	रुपये	पैसे	रुपये
	रुपये	पैसे	रुपये	पैसे	रुपये
<b>जमा - अ - महसूल लेखा भाग - एक</b>					
१. सर्वसाधारण कर, अप्रत्यक्ष कर आणि संकीर्ण महसूल -					
अ - सर्वसाधारण कर	१७९३४७४०००.००	३७०५७८५२६.४५	१४०३०५६७८.४६	५१०८८४२०४.९१	४३७५९८३३२.५४
ब - जकात	..	..	..	..	..
बब - रंगभूमी कर	..	८१००००.००	४७२८९४.४०	५२५९३९.२०	५१९४९३.००
क - अन्य प्राप्ती	..	६२९६७०००.००	१४७८२३७९.९६	२४१७४३६९.०७	११५७९३३५.३६
ड - शिक्षण कर संकलनाच्या प्रमाणशीर खर्चापुढे जमा.	..	२९९७०००.००	..	..	..
२. संग्रहालये	..	..	..	..	..
३. विनामूल्य वाचनालये आणि ग्रंथालये	..	..	..	..	..
४. महानगरपालिका माध्यमिक शाळा	..	..	..	..	..
५. घन कचरा व्यवस्थापन	१५२४५००००.००	१७५७२६५९.५०	३७९१९५१.००	२१३६३८१०.५०	२७०२२११२.०५
६. पर्जन्य जलवाहिन्या	..	५०००००.००	१०४२८२.००	१८१४६४.२३	८४४३०.००
७. यांत्रिकी आणि विद्युत	..	३००००००.००	३४८४७७.२७	३८७७९५.०१	१३६२९२०.१८
८. इमारती, भूमिसंपादन आणि व्यवस्थापन	..	..	..	..	..
अ - जमीन विक्रीचे उत्पन्न	..	..	..	..	..
ब - अन्य प्राप्ती	१४३८६०००००.००	३६३०७९५५३.७५	२००४६८१६६.१६	५६३५३९७९९.९१	५९०७१२७९९.५३
क - विकास आकारापासून प्राप्ती	..	..	१०९९६१६१३.००	१३६७७६८६९.००	११०१२४६४५.००
९. अग्निशमन दल -	..	..	..	..	..
अ - अग्निशमन कर	२७००५००००.००	५८११५५१.९६	२७८८७६३७.९१	८६००९१८९.८७	६०९१८२०७.१५
ब - अन्य प्राप्ती	२८२५००००.००	७७५०७३३८.६१	१४५५२३५.००	९२०५९६८.६१	५८३५५३३३.००
१०. अनुज्ञापन आणि सार्वजनिक रस्त्यावरील अतिक्रमणे हलविणे.	१८९६३५०००.००	४४०२८६८६.८४	१५७५७४४९.००	५९७८६१३५.८४	३८६३७३०९.८०
११. दुकाने आणि तत्सम संस्था, अधिनियम, १९४८ चे प्रशासन.	..	१७५३२०००.००	३४७१२५४.००	४३४५९९९.०८	५४९७५४६.७९
१२. उद्याने, करमणूक केंद्रे आणि खुल्या जागा	..	२५३०७०००.००	६८५२५६६.१५	८११९६२०.८०	८८६३१७९.३२

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

८५

भाग १३. बाजार	१४००४०००.००	८९४७८४१.५८	१८५०६८३.५०	१०७९८५२५.०८	१२२१९८२०.८८
१५. वाहतूक प्रचालन रस्ते आणि पूल	१९६८०४५०००.००	२९४८४५७७६.०८	१०७९६७४८७.३०	३२२८१३२६३.३८	१३८०४८८८.६९
१६. अंशदान	९१००००००.००	१४८५०९०६.००	३११०४०७.००	१७९६१३१३.००	१४५१९२०२.००
१७. असाधारण जमा	११००००००.००	११००००००.००	११००००००.००	११००००००.००	११००००००.००
१८. मुंबई विद्युत पुरवठा आणि परिवहन निधीमधून स्थानांतरण.	११००००००.००	११००००००.००	११००००००.००	११००००००.००	११००००००.००
१९. शासनाकडून संकलनाप्रित्यर्थ सूट	११९८५०००.००	११९८५०००.००	११९८५०००.००	११९८५०००.००	११९८५०००.००
२०. करमणूक करातील हिस्सा	३३६२००००.००	१६८३९३९६.००	१६८३९३९६.००	१६८३९३९६.००	१६८३९३९६.००
२१. कृषि कर आणि भूमी महसुलाचा हिस्सा	३४७२००००.००	१६८४१६६४.००	१६८४१६६४.००	१६८४१६६४.००	१६८४१६६४.००
एकूण बेरीज - भाग - एक	५४६४९८२०००.००	१२६१४४२७६१.७५	५४९१०४०५.७४	१८१०५४७९६७.४९	१६३९९३७९६७५.२९
भाग - दोन					
३१. सार्वजनिक आरोग्य विभाग	३३२३५०००.००	९८९९०५९.९०	१५४८३९२.६०	११४४७४५२.५०	१०८५०३३९.०५
३२. वैद्यकीय सहाय्य आणि शिक्षण	३९३६७०००.००	११७६९०१२.२५	२७९५७४४.७२	१४५६४७५६.९७	१४२४९००१.९३
३३. बृहन्मुंबई परिसरातील वायू प्रदूषण नियंत्रणासाठी उपाययोजना.	११५५६०००.००	३८३८४४८.००	९८६०६८.००	१८४८२४५१६.००	३७६५६५६.००
एकूण बेरीज - भाग - दोन	८४१५८०००.००	२५५०६५२०.१५	५४३०२०५.३२	३०८३६७२५.४७	२८८६४९९६.९८
एकूण बेरीज - अ - महसूल लेखा	५५४९१४०००.००	१२८६९४९२८१.९०	५५४४३४६११.०६	१८४१३८३८९२.९६	१६६८२४४६७२.२७
वृक्ष प्राधिकरण					
जमा - ब - भांडवली लेखा					
कर्ज निधी					
विश्वस्त आणि अन्य निधी					
एकूण ब - भांडवली लेखा					

[illegible]

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

८७

खर्च	अर्थसंकल्पीय अंदाज	मंजूर केलेला बदल	अंतीम अनुदान सुधारित अनुदान	मागील महिना जुलै २००३	चालू महिना ऑगस्ट-२००३	एकूण एप्रिल-२००३ पर्यंत	मागील वर्षाचा संबंधित महिना ऑगस्ट-२००२ पर्यंत
	रुपये	रुपये	रुपये	रुपये	रुपये	रुपये	रुपये
<b>खर्च-जमा - अ - महसूल लेखा भाग - एक</b>							
(एक) सर्वसाधारण पर्ववैक्षण, महसूल संकलन इ.	..	२५५७०१०००	२३४६०६५.००	२५८०४७०६५.००	१९६१३७२७.९५	१२५५५८९०.७२	१२२७१२८८३.३६
(दोन) संग्रहालये	..	..	..	..	..	..	..
(तीन) विनामूल्य वाचनालये आणि ग्रंथालये	..	..	..	..	..	..	..
(चार) महानगरपालिका माध्यमिक शाळा	..	..	..	..	..	..	..
(पाच) घन कचरा व्यवस्थापन	..	११८६१९४०००	२७९०००००.००	१२१४०९४०००.००	३२७३३०७८२.९९	१६४४३२०२५.०४	३७७३२१००६.५६
(सहा) पर्जन्य जलवाहिन्या	..	४१२७३३०००	..	४१२७३३०००.००	८०७९११६४.३३	२०५७४३२०.४८	९३१०४५५४.३१
(सात) यांत्रिकी आणि विद्युत	..	..	..	..	९१७७२६६८.४८	२७२३७९७४.०७	११३८८०४८१.१८
(आठ) इमारती, भूमिपंपादन आणि व्यवस्थापन	..	११७७४२०००	..	११७७४२०००.००	२३३६५८७०.५५	६५९१२३६.३०	२८१४१३५२.८०
(नऊ) अनिशमन दल	..	१२९१५०००	..	१२९१५०००.००	३४३८७६९९.०८	८८२४००२.८०	४९८११४६२.७८
(दहा) अनुज्ञापन आणि सार्वजनिक रस्त्यावरील अतिक्रमणे हलविणे.	..	४०७७५०००	..	४०७७५०००.००	११७४२८२६.२३	३१८५७१०.१०	१३६३२६४०.६८
(अकरा) दुकाने आणि तत्सम संस्था, अधिनियम, १९४८ चे प्रशासन.	..	१०६५७०००	..	१०६५७०००.००	३२४३६८१.००	८४९४४०.६०	४६७२५३९.४७
(बारा) उद्याने, करमणूक केंद्रे आणि खुल्या जागा	..	१६१७४७०००	..	१६१७४७०००.००	२४१४२८६६.४२	३०४११३१२.९७	२९६९५७७८.३३
(तेरा) बाजार	..	६६८६२०००	..	६६८६२०००.००	१४४४३७५३.९७	१८३१२८३७.६३	१९१६३२६९.९१
(पंधरा) वाहतूक प्रचालन रस्ते आणि पूल	..	१२९८९८५०००	..	१२९८९८५०००.००	१८६६१७५६८.३४	२३५८१६२९२.९२	२१७१४९९४.५८
(सोळा) खालील बाबीसाठी अंशदान-							
(ए) मुंबई महानगरपालिका अधिनियम, १२५(२)(डी) अन्वये अर्थसंकल्प व सुधार योजना.		११६०५००००	..	११६०५००००.००	..	..	..
(बी) मुंबई महानगरपालिका अधिनियम, १२६(सी)(सी) अन्वये अर्थसंकल्प ई सुधार योजना.		२९०१२५०००	..	२९०१२५०००.००	..	..	..
(सी) मुंबई महानगरपालिका अधिनियम, १२६(सी)(सी-१) अन्वये अर्थसंकल्प ई ला विशेष अंशदान.		..	..	..	..	..	..

[illegible]



महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

८९

खर्च	अर्थसंकल्पीय अंदाज २००३-२००४ रुपये	मंजूर केलेला बदल रुपये	अंतिम अनुदान सुधारित अनुदान रुपये	मागील महिना जुलै-२००३ रुपये	चालू महिना ऑगस्ट-२००३ रुपये	एकूण ऑगस्ट-२००३ पर्यंत	मागील वर्षाचा संबंधित महिना ऑगस्ट-२००२ रुपये
(बीस) ग्रामीण सुखसोयी	३९६६२०००	..	३९६६२०००.००	..	..	..	१४२६
(एकवीस) प्रत्येक मतदारसंघामध्ये अनपेक्षित कामांसाठी खास तरतूद.	१८२००००००	..	१८२००००००.००	६८२०	१४४३४२६.००	१४३६६०६.००	८१५४९९.८२
(बावीस) सुधारित वेतनश्रेणीमुळे करावाय्या थकबाकीच्या अधिदानासाठी ठोक तरतूद.	..	..	..	..	..	..	..
(तेवीस) मुंबई नागरी विकास प्रकल्प - एक	..	..	..	..	..	..	..
(चोवीस) सानुग्रह अधिदानासाठी ठोक तरतूद	..	..	..	..	..	..	..
(पंचवीस) खात्यांमार्फत सामायिक सेवा	..	..	..	..	..	..	..
(सव्वीस) मागील दायित्वे भागविण्याकरिता ठोक तरतूद	..	..	..	..	..	..	..
(सत्तावीस) अदत्त मालमत्ता कर आणि जल आकार यांच्या अधिदानाकरिता ठोक तरतूद.	..	..	..	..	..	..	..
(अठ्ठावीस) सुधारित वेतनश्रेणीमुळे होणारा आवर्ती आस्थापना खर्च भागविण्यासाठी ठोक तरतूद.	..	..	..	..	..	..	..
महानगरपालिका कर्जावरील व्याज	..	..	..	..	..	..	..
एकूण भाग - एक	४३२१८४५०००	३०२४६०६५.००	४३५२०९१०६५	८९८९२४०८२.३४	३१८९४१२६७.९०	१२१७८६५३५०.२४	१०६७२८५९७३.८५
भाग - दोन							
(एकतीस) सार्वजनिक आरोग्य विभाग	२६६३८४०००	..	२६६३८४०००	६८३९२३९८.२७	१९१०२१५६.३५	८७४९४५५४.६२	८४२८५६६९.६१
(बत्तीस) वैद्यकीय सहाय्य आणि शिक्षण	९९२५२६०००	..	९९२५२६०००	२४२९५४७५९.५६	७३६८२२२६४.९५	१६६३७०२४.५१	३०७७३५२४५.१७
(तेहतीस) वृहन्मुंबईच्या परिसरातील वायू प्रदूषण नियंत्रणासाठी उपाययोजना.	..	..	..	..	..	..	..
एकूण - भाग दोन	१२५८९१००००	..	१२५८९१००००	३१३३४७१५७.८३	९२७८४४२१.३०	४०४१३१५७९.१३	३९२०२०९१४.७८
एकूण - अ-महसुली खर्च	५५८०७५५०००	३०२४६०६५.००	५६११००१००६५	१२१०२७१२४०.१७	४११७२५६८९.२०	१६२१९९६९२१.३७	१४५९३०६८८८.६३
वृक्ष प्राधिकरण	..	..	..	..	..	..	..

<b>ब - भांडवली खर्च</b>					
क्र.	विवरण	१९६८-७०	१९७०-७१	१९७१-७२	कुल
१.	कर्मचारियों का भत्ता	५००००	५००००	५००००	१५००००
२.	कर्मचारियों का पेंशन	५००००	५००००	५००००	१५००००
३.	<b>एकूण - ब - भांडवली खर्च</b>	१०००००	१०००००	१०००००	३०००००
<b>क - अनिश्चित लेखा खर्च</b>					
४.	कर्म निवारण निधी लेखा - महानगरपालिका	५००००	५००००	५००००	१५००००
५.	विशेष निधी लेखा आणि कर्म विमोचन निधी	५००००	५००००	५००००	१५००००
६.	कर्म निवारण निधी लेखा - सुधार योजना	५००००	५००००	५००००	१५००००
७.	कर्म निवारण निधी लेखा - सुधार योजना (शहरे)	५००००	५००००	५००००	१५००००
८.	कर्म निवारण निधी लेखा - सुधार योजना (उपनगरे)	५००००	५००००	५००००	१५००००
९.	अन्य निधी लेखा - सुधार योजना	५००००	५००००	५००००	१५००००
१०.	गुंतवणुकी आणि ठेवी	५००००	५००००	५००००	१५००००
११.	आगाऊ लेखा	५००००	५००००	५००००	१५००००
१२.	<b>एकूण - क - अनिश्चित लेखा</b>	५०००००	५०००००	५०००००	१५०००००
<b>ड - सुधार योजना लेखा खर्च</b>					
१३.	अ - सर्वसाधारण लेखा	५००००	५००००	५००००	१५००००
१४.	ब - भांडवली लेखा	५००००	५००००	५००००	१५००००
१५.	<b>एकूण - ड</b>	१०००००	१०००००	१०००००	३०००००
<b>इ - सुधार योजना लेखा गलिच्छ वस्ती निर्मूलन (शहरे) खर्च</b>					
१६.	अ - सर्वसाधारण लेखा	५००००	५००००	५००००	१५००००
१७.	ब - भांडवली लेखा	५००००	५००००	५००००	१५००००
१८.	<b>एकूण - इ</b>	१०००००	१०००००	१०००००	३०००००
<b>फ - सुधार योजना लेखा गलिच्छ वस्ती निर्मूलन (उपनगरे) खर्च</b>					
१९.	अ - सर्वसाधारण लेखा	५००००	५००००	५००००	१५००००
२०.	ब - भांडवली लेखा	५००००	५००००	५००००	१५००००
२१.	<b>एकूण - फ</b>	१०००००	१०००००	१०००००	३०००००
<b>सुधार योजना लेखा गलिच्छ वस्ती सुधारणा</b>					
२२.	सर्वसाधारण लेखा	५००००	५००००	५००००	१५००००
२३.	भांडवली लेखा	५००००	५००००	५००००	१५००००
२४.	<b>एकूण - ग. व सुधारणा</b>	१०००००	१०००००	१०००००	३०००००

## बँकेचे समायोजन

बँकेच्या पासबुकानुसार शिल्लक (भारतीय स्टेट बँक)

अधिक : धनादेश दि. ३०-०८-२००३ रोजी बँकेत भरले. परंतु बँकेने खात्यावर जमा केले नाहीत. पोहोच दि. ०१-०९-२००३

वजा : धनादेश दिले. परंतु अधिदानासाठी सादर केले नाहीत.

रोजकिर्दनुसार शिल्लक (स्तंभ क्र. १०)

शासनामधील बँक कार्यालयातील शिल्लक

आक्षेपांच्या बाबतीतील वचनपत्रे

रोख रक्कम रुपये

कार्यालयातील रोख रकमेतील शिल्लक

रोजकिर्दनुसार शिल्लक (स्तंभ क्र. ८)

(सही)

प्रमुख लेखापाल (कोषागार)

(सही)

महानगरपालिका मुख्य लेखापरीक्षक

## सारांश माहे ऑगस्ट २००३ (शहर)

जमा	रुपये	पैसे	खर्च
	रुपये	पैसे	रुपये
	१४३७८४२८८.९१	आरंभीची शिल्लक	१४३७८४२८८.९१
	१८४१३८३८९२.९६	अ-महसुली लेखा	१६२१९९६९२९.३७
	२७३१३४८५९६.७०	क-अनिश्चित लेखा	३७०२१३३०२२.३२
	४४९७६९३.८३	ड-सुधार योजना लेखा	४४९७६९३.८३
	९४०१४००.००	इ-सुधार योजना लेखा (शहरे)	९४०१४००.००
	११४१.६६	इ-सुधार योजना लेखा (उपनगरे)	११४१.६६
	१३९००२३५.४९	गलिच्छ वस्ती सुधारणा	१३९००२३५.४९
	५६७०१४०.८८	अखेरेची शिल्लक	५६७०१४०.८८
	५५१६५१६७७८.५७	एकूण	५५१६५१६७७८.५७

(सही)

स्थायी समिती सदस्य

(सही)

महानगरपालिका चिटणीसांकरिता

वृहन्मुंबई महानगरपालिकेच्या अर्थसंकल्प अ आणि व विभागाचे माहे ऑगस्ट-२००३

जमा व खर्चाचे विवरणपत्र

जमा	अर्थसंकल्पीय अंदाज रुपये	मागील महिना जुलै २००३ रुपये	चालू महिना ऑगस्ट-२००३ रुपये	एकूण ऑगस्ट-जुलै २००३ रुपये	मागील वर्षाचा संबंधित महिना ऑगस्ट-२००२ रुपये
<b>जमा - अ - महसूल लेखा भाग - एक</b>					
१. सर्वसाधारण कर, अप्रत्यक्ष कर आणि संकीर्ण महसूल -					
अ - सर्वसाधारण कर	५५२०५२०००	१०८७३६६८५.५०	४५२७८०३८.०९	१५४०१४७२३.५९	१४६९३७५६३.३६
ब - जकात	००००००	३१०४०४.२०	७४९७९.४०	३८५३८३.६०	३४५७५६.२०
बब - रंगभूमी कर	१०७६२०००	१८१२५०	५०२२३६५.००	५२०३६१५.००	२३००८४८.००
क - अन्य प्राप्ती सौ वसूल केलेले व्याज	१५०००००	२७०३९०४.१७	७९९३२१.३३	३५०३२२५.५०	२६१२५६६.३९
डि-संकीर्ण	२५४७०००	००००००	००००००	००००००	००००००
ड - शिक्षण कर संकलनाच्या प्रमाणशीर खर्चांमुळे जमा.					
२. संग्रहालये	००००००	००००००	००००००	००००००	००००००
३. विनामूल्य वाचनालये आणि ग्रंथालये	००००००	००००००	००००००	००००००	००००००
४. महानगरपालिका माध्यमिक शाळा	००००००	००००००	००००००	००००००	००००००
५. घन कचरा व्यवस्थापन	१०६५२५०००	८१५२७३६.३०	१८९४०३७.१७	१००४६७७३.४७	१२५७९६१९.६४
६. पर्जन्य जलवाहिन्या	४५०००००	२५४२९०८.००	३८४९४३.००	२९२७८५१.००	३२४८२७७.००
७. यांत्रिकी आणि विद्युत	१००००००	६७२३८.१०	३००१६.०९	९७२५४.१९	३१००९५.०७
८. इमारती, भूमिसंपादन आणि व्यवस्थापन					
अ - जमीन विक्रीचे उत्पन्न	००००००	००००००	००००००	००००००	००००००
ब - अन्य प्राप्ती	२८०३८००००	११२७०८४७२.००	३७५५२९६.००	१५०२६९४६८.००	१२२५६१९७३.६२
क - विकास आकारापसून प्राप्ती	१००००००००	३३३६९९२२.००	९५३७५८०.००	४२९०७५०२.००	३९३७०१५५.००
वजा विकासनिधीत स्थानांतरीत करावयाची रक्कम	१००००००००	००००००००	००००००००	००००००००	००००००००
९. अग्निशमन दल					
अ - अग्निशमन कर	८३१२२०००	१६४६४०४६.१७	६८५११६४.४६	२३३२३२१०.६३	२२१७१७०९.८०
ब - अन्य प्राप्ती	१७७२०००००	१८८६१२३.००	४८०९५९.००	२३६७०८२.००	२८८६२२८.००
१०. अनुज्ञापन आणि सार्वजनिक रस्त्यावरील अतिक्रमणे हलविणे.	९३५२५०००	१४९६९८१३.९५	४७३४९१४.५०	१९७०४७२८.४५	१७९८७५४३.५५
११. दुकाने आणि तत्सम संस्था, अधिनियम, १९४८ चे प्रशासन.	८७२९०००	१४८२२९६.००	३९६०२०.००	१८७८३१६.००	२५२०००७.५०

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

१३

१२. उद्याने, करमणूक केंद्रे आणि खुल्या जागा	१०४६२०००	४०५८६०४.००	४७३११६.००	४५३१७२०.००	५१४०४१८.५०
१३. बाजार	३३६९९०००	४६३६१११.३०	११२२४१४.००	५७४८५२५.३०	८२४०६३५.५०
१४. देवनार पशुवधगृह	१३२५०००००	३७०६७३९९.१५	७२७४८९६.८०	४४३४२२९५.९५	४९६९३१२७.२८
१५. वाहतूक प्रचालन रस्ते आणि पूल	४७९७४८०००	८२१७३०२३.००	४९९०५९६२.२४	१३२०७८९८५.२४	१५१८८०७९३.१२
१६. अंशदान	७७००००००	१४९५३२९९.००	१९९७१४६.००	१६९५०४४५.००	२१८३१११५.००
<b>एकूण बेरीज - भाग - एक (१ ते १६) पुढे नेले</b>	<b>१९०४५३९०००</b>	<b>४४६४५४२३५.८४</b>	<b>१७३८१८८६९.०८</b>	<b>६२०२७३१०४.९२</b>	<b>६०३८१८४३२.५३</b>
<b>एकूण बेरीज - भाग - एक (१ ते १६) पुढे आणले</b>	<b>१९०४५३९०००</b>	<b>४४६४५४२३५.८४</b>	<b>१७३८१८८६९.०८</b>	<b>६२०२७३१०४.९२</b>	<b>६०३८१८४३२.५३</b>
१७. असाधारण जमा	...	...	...	...	...
१८. मुंबई विद्युत पुरवठा आणि परिवहन निधीमधून स्थानांतरण.	...	...	...	...	...
१९. शासनाकडून संकलनाप्रित्यर्थ सूट	४११९०००	...	...	...	९०३८८३.००
२०. करमणूक करातील हिस्सा	...	...	...	...	...
२१. कृषितर कर आणि भूमी महसुलाचा हिस्सा	...	...	...	...	...
<b>एकूण बेरीज - भाग - एक</b>	<b>१९०८६५००००</b>	<b>४४६४५४२३५.८४</b>	<b>१७३८१८८६९.०८</b>	<b>६२०२७३१०४.९२</b>	<b>६०४७२२३१५.५३</b>
<b>भाग - दोन</b>					
३१. सार्वजनिक आरोग्य विभाग	१२६६६०००	३८५३६६४.६०	६०७४४३.४५	४४६११०८.०५	३७४९६७९.५०
३२. वैद्यकीय सहाय्य आणि शिक्षण	३२४३००००	८७७३७६२.७०	२१६३६९२.२५	१०९३६४५४.९५	१२८५७३५५.९७
३३. बृहन्मुंबई परिसरातील वायू प्रदूषण नियंत्रणासाठी उपाययोजना.	१४००००००	४२९८८०७.००	१९६५२३८.००	६२६४०४५.००	३९१७०८३.५०
<b>एकूण बेरीज - भाग - दोन</b>	<b>५९०९६०००.००</b>	<b>१६९२६२३४.३०</b>	<b>४७३५३७३.७०</b>	<b>२२६६१६०८.००</b>	<b>२०५२४११८.९७</b>
<b>एकूण बेरीज - अ - महसूल लेखा</b>	<b>१९६७७४६०००.००</b>	<b>४६३८८०४७०.१४</b>	<b>१७८५५४२४२.७८</b>	<b>६४९३४७१२.९२</b>	<b>६२५२४६४३४.५०</b>
<b>वृक्ष प्राधिकरण</b>	...	...	...	...	...
<b>जमा - ब - भांडवली लेखा</b>					
कर्ज निधी / कर्ज प्राप्ती	६१४००००००	...	...	...	...
यंत्रे आणि सयंत्रे करिता मंजूर केलेल्या आगाऊ रकमांची परतफेड	४३७७२०००	...	...	...	...
विश्वस्त आणि अन्य निधी / विकास निधी	६०००००००	...	...	...	...
<b>एकूण ब - भांडवली लेखा</b>	<b>७१७७७२०००</b>	<b>...</b>	<b>...</b>	<b>...</b>	<b>...</b>

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

जमा	अर्थसंकल्पीय अंदाज रुपये	मागील महिना जुलै २००३ रुपये	चालू महिना ऑगस्ट-२००३ रुपये	एकूण ऑगस्ट-जुलै-२००३ रुपये	मागील वर्षाचा संबंधित महिना ऑगस्ट-२००२ रुपये
<b>जमा - क - अनिश्चित लेखा</b>					
कर्ज निवारण निधी महानगरपालिका	..	..	..	..	..
विशेष निधी लेखा आणि कर्ज विमोचन निधी	..	..	..	..	..
कर्ज निवारण निधी लेखा - सुधार योजना	..	..	..	..	..
कर्ज निवारण निधी लेखा - सुधार योजना (शहरे)	..	..	..	..	..
कर्ज निवारण निधी लेखा - सुधार योजना (उपनगरे)	..	..	..	..	..
कर्ज निवारण निधी गलिच्छ वस्ती सुधारणा	..	..	..	..	..
अन्य निधी लेखा - सुधार योजना	..	..	..	..	..
गुंतवणूक आणि ठेवी	..	..	..	..	..
आगाऊ रकमा आणि अनिश्चित लेखा	४२१६४००००	११९०५०३२४०.०७	२९१५२३२७८.००	१४८२०२६५१८.०७	११८३३९६६११.६५
<b>एकूण क - अनिश्चित लेखा</b>	४२१६४००००	१२६९८७०५७७.०७	२९२०१०५०३.००	१५६१८८१०८०.०७	१२६०६३३१५३.९९
<b>जमा - ड - सुधार योजना लेखा</b>					
अ - सर्वसाधारण लेखा	..	..	..	..	..
ब - भांडवली लेखा	..	..	..	..	..
<b>एकूण ड - सुधार योजना</b>	..	..	..	..	..
<b>जमा - इ - गलिच्छ वस्ती निर्मूलन लेखा (शहरे)</b>					
अ - सर्वसाधारण लेखा	..	..	..	..	..
ब - भांडवली लेखा	..	..	..	..	..
<b>एकूण इ - गलिच्छ वस्ती निर्मूलन लेखा (शहरे)</b>	..	..	..	..	..
<b>जमा - फ - गलिच्छ वस्ती निर्मूलन लेखा (पश्चिम व पूर्व उपनगरे)</b>					
अ - सर्वसाधारण लेखा	..	..	..	..	..
ब - भांडवली लेखा	..	..	..	..	..
<b>एकूण फ - गलिच्छ वस्ती निर्मूलन (पश्चिम व पूर्व उपनगरे)</b>	..	..	..	..	..
<b>सुधार योजना लेखा - गलिच्छ वस्ती सुधारणा</b>					
अ - सर्वसाधारण लेखा	..	..	..	..	..
ब - भांडवली लेखा	..	..	..	..	..
<b>एकूण - गलिच्छ वस्ती सुधारणा</b>	..	..	..	..	..

**बृहन्मुंबई महानगरपालिकाचा अर्थसंकल्प  
अ आणि ब विभागाचे माहे ऑगस्ट २००३ जमा व खर्चाचे विवरणपत्र**

खर्च	अर्थसंकल्पीय अंदाज रुपये	मंजूर केलेला बदल रुपये	अंतिम अनुदान सुधारित अनुदान रुपये	मागील महिना जुलै २००३ रुपये	चालू महिना ऑगस्ट-२००३ रुपये	एकूण ऑगस्ट-२००३ रुपये	मागील वर्षाचा संबंधित महिना ऑगस्ट-२००२ रुपये
<b>अ - महसूल खर्च भाग - एक</b>							
(एक) सर्वसाधारण पर्यवेक्षण, महसूल संकलन इ.	..	१७८०५१०००	..	७२५०९८३७.२४	१९१६५२०४.३६	९१६७५०४१.६०	८८९२६७२६.५४
(दोन) संग्रहालये	..	..	..	..	..	..	..
(तीन) विनामूल्य वाचनालये आणि ग्रंथालये	..	..	..	..	..	..	..
(चार) महानगरपालिका माध्यमिक शाळा	..	..	..	..	..	..	..
(पाच) घन कचरा व्यवस्थापन	..	१२८२८४००००	..	२२८२९६७६२.४४	११५८५५६५३.२५	३४४१५२४१५.६९	२७५७९५३४५.६९
(सहा) पर्जन्य जलवाहिन्या	..	३३८५६७०००	..	७९५४५९२९.०४	१४६६०७५२.८१	९४२०६६८१.८५	७२७६०२७०.६२
(सात) यांत्रिकी आणि विद्युत	..	२९४८९६०००	..	११४८६३८०२.६४	२५०३३६८३.७३	१३९८९६४८६.३७	१३५४२७५९६.२३
(-) उपभोग करणाऱ्या खात्याकडून वसुली (-)	..	२९४८९६०००	..	..	..	..	..
(आठ) इमारती, भूमिसंपादन आणि व्यवस्थापन	..	१०९०४५०००	..	१२८९१०७१.०७	३४५२२२१.३९	१६३४३२९२.४६	१४९७०८४८.७४
(नऊ) अग्निशमन दल	..	८३२५४०००	..	२२२५५३५२.९६	५६७३४४४.३८	२७९२८७९७.३४	२५९९४५४२.२२
(दहा) अनुज्ञापन आणि सार्वजनिक रस्त्यावरील अतिक्रमणे हलविणे.	..	३४३३८०००	..	७०२३३४२४.००	१८६४८३७.६०	८८८२६१.६०	९११७३२४.२०
(अकरा) दुकाने आणि तत्सम संस्था अधिनियम, १९४८ चे प्रशासन.	..	६५७५०००	..	२४१७५२९.००	६४१३७०.४०	३०५८८९१.४०	३३६७१५८.२०
(बारा) उद्याने, करमणूक केंद्रे आणि खुल्या जागा	..	९५८६६०००	..	१४५७३०५६.४४	५२४०४९०.०३	१९८१३५४६.४७	१९१२९३५८.३५
(तेरा) बाजार	..	३२३२५०००	..	५०१६७७२.८३	२२९९०८५.४२	७३१५८५८.२५	५८७०४१४.५४
(चौदा) देवनार पशुवृह	..	२२६३४१०००	..	५७६१०४४९.९९	१३९२७९२२.७०	७९५३८३७२.६९	७८३३१८६३.४७
(पंधरा) वाहतूक प्रचालन रस्ते आणि पूल	..	९०७३११०००	..	१२२६६८५४७.८४	२५७९००७२.१३	१४८४५८६१९.९७	१३१०९८८८०.८२
(सोळा) खालील बाबींसाठी अंशदान-							
(ए) मुंबई महानगरपालिका अधिनियम, १२५(२) (डी) अन्वये अर्थसंकल्प व सुधार योजना.		३४३४८०००	..	..	..	..	..
(बी) मुंबई महानगरपालिका अधिनियम, १२६(सी)(सी) अन्वये अर्थसंकल्प व सुधार योजना.		८५८७००००	..	..	..	..	..
(सी) मुंबई महानगरपालिका अधिनियम, १२६(सी)(सी-१) अन्वये अर्थसंकल्प व सुधार योजना.		..	..	..	..	..	..

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

(डी) कल्याण आणि दंड निधी	५०००००	..	..	..	..	..	१७५०६१.८१
(१) कल्याण निधी	..	..	..	..	..	..	..
(२) दंड निधी	..	..	..	..	..	..	..
(ई) वृक्ष प्राधिकरण निधी	..	..	..	..	..	..	..
(एफ) भविष्य निर्वाह निधीवरील व्याज आणि त्यांच्या.. गुंतवणुकीवरील प्रत्यक्ष वसूल झालेले व्याज यामधील तफावत भरून काढण्यासाठी भविष्य निर्वाह निधीला अंशदान.	..	..	..	..	..	..	..
(जी) सर्वसाधारण लेख्यामधील तूट भरून काढण्यासाठी अर्थसंकल्प व गलिच्छ वस्ती सुधारणेला विशेष अंशदान.	..	..	..	..	..	..	..
(एच) सर्वसाधारण लेख्यामधील तूट भरून काढण्यासाठी अर्थसंकल्प व सुधार योजनेला विशेष अंशदान.	..	..	..	..	..	..	..
(आय) सर्वसाधारण लेख्यामधील तूट भरून काढण्यासाठी अर्थसंकल्प व गलिच्छ वस्ती निर्मूलन (शहर) ला विशेष अंशदान.	..	..	..	..	..	..	..
(जे) सर्वसाधारण लेख्यामधील तूट भरून काढण्यासाठी अर्थसंकल्प व गलिच्छ वस्ती निर्मूलन (परिचम व पूर्व उपनगरे) ला विशेष अंशदान.	..	..	..	..	..	..	..
(के) रस्ते, पूल, बांधकाम आणि विकास निधीला अंशदान.	..	..	..	..	..	..	..
(एल) प्रारंभिक शाळा, इमारती बांधकाम निधीला अंशदान.	..	..	..	..	..	..	..
(एम) वृक्ष प्राधिकरण अर्थसंकल्पाला विशेष अंशदान..	१८१०००	..	..	..	..	..	..
(एन) गृहकर्ज योजनेअंतर्गत बाहेरील वित्तीय संस्थाकडून कर्मचाऱ्यांनी घेतलेल्या पुरकजावर द्यावा लागणाऱ्या व्याजावर (४% सुट) द्यावे लागणारे अंशदान	१२५०००००	..	..	१८३५७६४.००	५८७३०९.००	२४२३०७३.००	११९९५८५.५९
(सतरा) संकीर्ण	१०००	..	..	..	..	..	..
(अठरा) निवृत्ती वेतन आणि निवृत्ती वेतनाह इतर फायदे	..	..	..	..	..	..	..



महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

९७

खर्च	अर्थसंकल्पीय अंदाज रुपये	मंजूर केलेला बदल रुपये	अंतिम अनुदान सुधारित अनुदान रुपये	मागील महिना जुलै २००३ रुपये	चालू महिना ऑगस्ट-२००३ रुपये	एकूण ऑगस्ट-२००३ रुपये	मागील वर्षाचा संबंधित महिना ऑगस्ट-२००२ रुपये
(एकोणीस) महाराष्ट्र शासनाने स्थापन केलेल्या मुंबई इमारत दुरुस्ती आणि पुनर्रचना मंडळ्यास अंशदान.	..	..	..	..	..	..	..
(वीस) ग्रामीण सुख-सोयी	२१७५७०००	..	..	..	..	..	..
(एकवीस) प्रत्येक मतदारसंघामध्ये अनपेक्षित कामांसाठी खास तरतूद.	१३०००००००	..	..	७९७८८५.००	७९७८८५.००	१४९५३.००	१४९५३.००
(बावीस) सुधारित वेतनश्रेणीमुळे करावयाच्या थकवाकीच्या अधिदानासाठी टोक तरतूद.	..	..	..	..	..	..	..
(तेवीस) मुंबई नागरी विकास प्रकल्प - एक	..	..	..	..	..	..	..
(चोवीस) सानुग्रह अधिदानासाठी टोक तरतूद	..	..	..	..	..	..	..
(पंचवीस) खात्यांमार्फत सामायिक सेवा	५०००	..	..	..	..	..	..
(-) वजा उपभोग करणाऱ्या खात्याकडून वसुली	५०००	..	..	..	..	..	..
(सव्वीस) मागील दायित्वे भागविण्याकरिता टोक तरतूद	..	..	..	..	..	..	..
(सत्तावीस) अदत्त मालमत्ता कर आणि जल आकार यांच्या अधिदानाकरिता टोक तरतूद.	..	..	..	..	..	..	..
(अठ्ठावीस) सुधारित वेतनश्रेणीमुळे होणारा आवर्ती आस्थापना खर्च भागविण्यासाठी टोक तरतूद.	..	..	..	..	..	..	..
महानगरपालिका कर्जावरील व्याज	..	..	..	..	..	..	..
<b>एकूण भाग - एक</b>	<b>३५७९६७००००</b>	..	..	<b>७४२३०५१८४.४९</b>	<b>२३४९२०४७.२०</b>	<b>९७६४९७२३१.६९</b>	<b>८६२१७९२९.९२</b>
<b>भाग - दोन</b>							
(एकतीस) सार्वजनिक आरोग्य विभाग	१६५६८४०००	..	..	३९८१७०३६.०८	१०६३४३१६.८७	५०४५१३५२.९५	४८६८५२१२.८९
(बत्तीस) वैद्यकीय सहाय्य आणि शिक्षण	७०८०९५०००	..	..	१८३५५०१७८.९२	५५००७३२०.२०	२३८५५७४९९.१२	२३१०७६८६८.०३
(तेहतीस) बृहन्मुंबईच्या परिसरातील वायू प्रदूषण नियंत्रणासाठी उपाययोजना.	..	..	..	..	..	..	..
<b>एकूण - भाग दोन</b>	<b>८७३७९९०००</b>	..	..	<b>२२३३६७२१५.००</b>	<b>६५६४१६३७.०७</b>	<b>२८९००८८५२.०७</b>	<b>२७९७६२०८०.९२</b>
<b>एकूण - अ - महसुली खर्च.</b>	<b>४४५३४४९०००</b>	..	..	<b>९६५६७२३९९.४९</b>	<b>२९९८३३६८४.२७</b>	<b>१२६५०६०८३.७६</b>	<b>११४९९४२०१०.८४</b>
<b>वृक्ष प्राधिकरण</b>	..	..	..	..	..	..	..

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

**ब - भांडवली खर्च**

कर्ज कामे आणि विश्वस्त	१४२५२४०००	१७१६६७१४८.००	२१९३८९७६.००	१९३६०६१२४.००	१६११८७७८०.००
कर्ज कामे, आरोग्य अंदाज	५६२९३०००	४८१८४७.००	५७४३०.००	५३९२७७.००	३५०२३३१.७९
<b>एकूण - ब - भांडवली खर्च</b>	<b>१४८१५३४०००</b>	<b>१७२१४८९५.००</b>	<b>२१९९६४०६.००</b>	<b>१९४१४५४०१.००</b>	<b>१६४६९०१११.७९</b>

**क - अनिश्चित लेखा खर्च**

कर्ज निवारण निधी लेखा - महानगरपालिका	१४२५२४०००	१७१६६७१४८.००	२१९३८९७६.००	१९३६०६१२४.००	१६११८७७८०.००
विशेष निधी लेखा आणि कर्ज विमोचन निधी	५६२९३०००	४८१८४७.००	५७४३०.००	५३९२७७.००	३५०२३३१.७९
कर्ज निवारण निधी लेखा - सुधार योजना	१४८१५३४०००	१७२१४८९५.००	२१९९६४०६.००	१९४१४५४०१.००	१६४६९०१११.७९
कर्ज निवारण निधी लेखा - सुधार योजना (शहरे)					
कर्ज निवारण निधी लेखा - सुधार योजना (उपनगरे)					
अन्य निधी लेखा - सुधार योजना					
गुंतवणुकी आणि ठेवी					
आगाऊ लेखा आणि अनिश्चित लेखा					
<b>एकूण - क - अनिश्चित लेखा</b>	<b>४२१६७३०००</b>	<b>८६४७८१२९३.६४</b>	<b>१९०५५७२५५.६४</b>	<b>१०५५३३८५४९.२८</b>	<b>९०२४२७६९९.१८</b>

**ड - सुधार योजना लेखा खर्च**

अ - सर्वसाधारण लेखा	४२१६७३०००	८६४७८१२९३.६४	१९०५५७२५५.६४	१०५५३३८५४९.२८	९०२४२७६९९.१८
ब - भांडवली लेखा					
<b>एकूण - ड</b>					

**इ - सुधार योजना लेखा गलिच्छ वस्ती निर्मूलन (शहरे) खर्च**

अ - सर्वसाधारण लेखा	४२१६७३०००	८६४७८१२९३.६४	१९०५५७२५५.६४	१०५५३३८५४९.२८	९०२४२७६९९.१८
ब - भांडवली लेखा					
<b>एकूण - इ</b>					

**फ - सुधार योजना लेखा गलिच्छ वस्ती निर्मूलन (उपनगरे) खर्च**

अ - सर्वसाधारण लेखा	४२१६७३०००	८६४७८१२९३.६४	१९०५५७२५५.६४	१०५५३३८५४९.२८	९०२४२७६९९.१८
ब - भांडवली लेखा					
<b>एकूण - फ</b>					

**ग - सुधार योजना लेखा गलिच्छ वस्ती निर्मूलन (उपनगरे) खर्च**

सर्वसाधारण लेखा	४२१६७३०००	८६४७८१२९३.६४	१९०५५७२५५.६४	१०५५३३८५४९.२८	९०२४२७६९९.१८
भांडवली लेखा					
<b>एकूण - ग. व सुधारणा</b>					

## बँकेचे समायोजन

बँकेच्या पासबुकानुसार शिल्लक (भारतीय स्टेट बँक)

(पी.एन.बी.)

अधिक : धनादेश दि ३०-८-२००३ रोजी बँकेत भरले, परंतु बँकेने खात्यावर जमा केले नाहीत. पोहोच दि. ३० ऑगस्ट २००३ (पी.एन.बी.)

वजा : धनादेश दिले, परंतु अधिदानासाठी सादर केले नाहीत.

रोजकिर्दनुसार शिल्लक (स्तंभ क्र. १०)

शासनामधील बँक कार्यालयातील शिल्लक

आक्षेपांच्या बाबतीतील वचनपत्रे

रोख रक्कम रुपये

कार्यालयातील रोख रकमेतील शिल्लक

रोजकिर्दनुसार शिल्लक (स्तंभ क्र. ८)

(सही)

प्रमुख लेखापाल (कोषागार)

(सही)

महानगरपालिका मुख्य लेखापरिक्षक

## सारांश माहे ऑगस्ट-२००३

जमा	रुपये	पैसे	खर्च
	रुपये	पैसे	रुपये
१८६१५५८६५.०१	१८६१५५८६५.०१	आरंभीची शिल्लक	...
६४१९३४७१२.९२	६४१९३४७१२.९२	अ-महसुली लेखा	१२६५५०६०८३.७६
...	...	वृक्ष प्राधिकरण	...
...	...	ब-भांडवली लेखा	१९४१४५४०१.००
१५६१८८१०८०.०७	१५६१८८१०८०.०७	क-अनिश्चित लेखा	१०५५३३८५४९.२८
...	...	ड-सुधार योजना लेखा	...
...	...	इ-सुधार योजना लेखा (शहरे)	...
...	...	फ-सुधार योजना लेखा (उपनगरे)	...
...	...	गलिच्छ वस्ती सुधारणा	...
...	...	अखेरेची शिल्लक	१२५०१८३७६.०४
२३८९९७१६५८.००	२३८९९७१६५८.००	एकूण	२३८९९७१६५८.००

(सही)

महानगरपालिका चिटणीस/कारिता

(सही)

स्थायी समिती सदस्य

**THE MUNICIPAL CORPORATION OF GREATER MUMBAI**

No. MS/797/STC, Dated 29th April 2004

**Abstract of the Receipts and Expenditure for Budget 'E' for the Month of August-2003**

Receipts	Budget Estimates 2003	Past Month July-2003	Present Month Aug-2003	Total	Corresponding Month of the last year Aug.-2002
	Rs.	Rs. Ps.	Rs. Ps.	Rs. Ps.	Rs. Ps.
(1A) Education Cess	1400000000	. . . .	3170445.87	3170445.87	134127629.00
(2) Contribution towards Primary Education from Municipal Corporation under Section 126C(c) of Bombay Municipal Corporation Act.	478720000	. . . .	. . . .	. . . .	. . . .
(2A) Special Contribution from Budget 'A'	3008320000	. . . .	. . . .	. . . .	. . . .
(3) Contribution from Government under clause 2(e) of Schedule BBA of the Bombay Municipal Corporation Act.	861578000	712000.00	. . . .	712000.00	1430000.00
(4) Interest on Endowments & Investments . .	30000	. . . .	. . . .	. . . .	. . . .
(5) Rent & Other proceeds of Properties . .	15000000	3959712.70	1104559.10	5064271.80	4790809.50
(6) Interest & Profit on Investments of Surplus, Loan and other balances	3107000	. . . .	. . . .	. . . .	. . . .
(7) Miscellaneous Receipts	14000000	11998459.32	730253.11	12728712.43	6288701.57
<b>Total - A - Revenue Receipts</b>	<b>5780755000</b>	<b>16670172.02</b>	<b>5005258.08</b>	<b>21675430.10</b>	<b>146637140.07</b>

**RECEIPTS — B - CAPITAL ACCOUNT**

(1) New Loan	. . . .	. . . .	. . . .	. . . .	. . . .
(2) Government Grant-in-Aid	. . . .	. . . .	. . . .	. . . .	. . . .

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

Receipts	Budget Estimates 2003	Past Month July-2003	Present Month Aug.-2003	Total	Corresponding Month of the last year Aug.-2002
(3) Trust Fund	..	..	..	..	..
(4) Advance from Surplus Monies for Financing Capital Expending Raising of New Loan.	..	..	..	..	..
(4b) Compensation recd. him Landlord for releasing of Pvt. Property under Education Fund A/c.	..	3209382.00	..	3209382.00	4338338.38
(6) Contribution from Development Fund	..	..	..	..	..
(7) Contribution from Primary School Building Construction Fund.	..	..	..	..	..
(8) Contribution from Revenue A/c.	..	..	..	..	..
<b>Total - B- Capital Receipts</b>	..	<b>3209382.00</b>	..	<b>3209382.00</b>	<b>4338338.38</b>
<b>RECEIPTS — C - SUSPENSE ACCOUNT</b>					
Investment and Deposits	..	2377278423.20	848709369.63	3225987792.83	3303117058.99
Advances	..	122937889.00	..	122937889.00	120564279.00
Endowment Fund Account	..	10000.00	..	10000.00	15000.00
Sinking Fund Account - Education	..	..	..	..	..
Primary School Building Construction Fund.	..	..	..	..	..
<b>Total - C - Suspense Receipts</b>	..	<b>2500226312.20</b>	<b>848709369.63</b>	<b>3348935681.83</b>	<b>3423696337.99</b>

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

EXPENDITURE	Budget Estimates 2003	Sanctioned Modification	Final Grant	Past Month July-2003	Present Month Aug.-2003	Total	Corresponding month of the last year Aug.-2002
<b>EXPENDITURE — A - REVENUE ACCOUNT</b>							
A - General Supervision and Administration	121799000	. . . .	. . . .	16318678.56	4236492.64	20555171.20	19557207.35
B - Municipal Primary Schools	3338725000	. . . .	. . . .	1029648706.85	277920852.30	1307569559.15	1352447375.03
C - Private Primary Schools	702682000	. . . .	. . . .	194754876.49	56997864.75	251752741.24	235742793.01
D - Medical Inspection of School Children	40301000	. . . .	. . . .	13432319.19	3474933.50	16907252.69	16839807.58
F - Educational Activities	23181000	. . . .	. . . .	6069191.65	1631267.72	7700459.37	7097540.69
G - Pension and Providend Fund	1046373000	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
I - New Works	975000	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
J - Debt Charges	132709000	. . . .	. . . .	. . . .	. . . .	. . . .	1212750.00
K - Training facilities for Municipal Teachers	2821000	. . . .	. . . .	935876.64	187097.48	1122974.12	1147119.24
L - Proportionate Cost of Collection of Education Cess.	10435000	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
M - Extra-Curricular Activities	7806000	. . . .	. . . .	808326.68	219699.50	1028026.18	989133.73
O - Proportionate cost of C. E.'s Central Planning Staff.	4920000	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
P - Contribution to Capital	275000000	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
R - Lumpsum provision for payment of arrears on account of Revision of grade.	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
S - Contribution to Tree Authority Budget	232000	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
T - Lumpsum provision for Deposit Linked Insurance Scheme.	1200000	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
U - Lumpsum provision fo recurring estt. cost. on account of revision of grades and Ex-gratia payment.	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
V - Lumpsum provision for unforeseen expenditure during the year.	100000	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .

W - Contribution for meeting interest subsidy at 4% towards Housing Loan.	15000000	. . . . .	. . . . .	3049719.00	861893.00	3911612.00	2099259.00
X - Contribution to Contingent Fund	4648000	. . . . .	. . . . .	. . . . .	. . . . .	. . . . .	. . . . .
Y - Lumpsum provision for payment of outstanding Property Taxes & Water Charges.	. . . . .	. . . . .	. . . . .	. . . . .	. . . . .	. . . . .	. . . . .
Z - Supply of Mid-day snacks etc. to the childrens attending Mun. Pri. Schools.	51848000	. . . . .	. . . . .	693005.23	182832.40	875837.63	777529.99
<b>Total-A-Revenue Expenditure (A to Z)</b>	<b>5780755000</b>	<b>. . . . .</b>	<b>. . . . .</b>	<b>1265710700.29</b>	<b>345712933.29</b>	<b>1611423633.58</b>	<b>1637910515.62</b>
<b>EXPENDITURE — B - CAPITAL ACCOUNT</b>							
1. Loan Funds	. . . . .	. . . . .	0.00	23292896.00	15994447.00	39287343.00	12289317.00
2. Advance for purchase of Furniture for New School Building.	. . . . .	. . . . .	0.00	. . . . .	. . . . .	. . . . .	. . . . .
3. Trust Fund - Expenditure	. . . . .	. . . . .	0.00	. . . . .	. . . . .	. . . . .	. . . . .
<b>Total - B-Capital Expenditure</b>	<b>. . . . .</b>	<b>. . . . .</b>	<b>0.00</b>	<b>23292896.00</b>	<b>15994447.00</b>	<b>39287343.00</b>	<b>12289317.00</b>
<b>EXPENDITURE — C - SUSPENSE ACCOUNT</b>							
Investment and Deposits	. . . . .	. . . . .	0.00	1437618778.19	373069541.79	1810688319.98	2163384256.78
Advances	. . . . .	. . . . .	0.00	50000.00	. . . . .	50000.00	200950.00
Endowment Fund Account	. . . . .	. . . . .	0.00	. . . . .	. . . . .	. . . . .	. . . . .
Sinking Fund Account - Education	. . . . .	. . . . .	0.00	. . . . .	. . . . .	. . . . .	. . . . .
<b>Total - C-Suspence Expenditure</b>	<b>. . . . .</b>	<b>. . . . .</b>	<b>0.00</b>	<b>1437668778.19</b>	<b>373069541.79</b>	<b>1810738319.98</b>	<b>2163585206.78</b>

**Banks Reconciliation**

	Rs. Ps.
Balance as per Bank's Pass Book on date	.. 54412.81
Add - Cheque paid into the Bank but not credited by Bank	.. 212576.02
<b>Total ..</b>	<b>266988.83</b>
Deduct : Cheque issued but not presented for payment	.. 107263488.32
Balance as per Day Book (Column No. 10)	.. 106996499.49
Balance as per Day Book (Column No. 8)	.. 758348.70
<b>Less — Balance in Bank</b>	<b>.. 107754848.19</b>
Balance in hand	.. -441004.24
<b>Total ..</b>	<b>107313843.95</b>
<b>Less — Paper Deposit kept in Office in Cash</b>	<b>.. 0.00</b>
<b>Total ..</b>	<b>107313843.95</b>

**Summary**

Receipts	Disbursements
Rs. Ps.	Rs. Ps.
19685041.32 Balance on 1st April 1994	.. . . .
21675430.10 A - Revenue Account	1611423633.58
3209382.00 B - Capital Account	39287343.00
3348935681.83 C - Suspense Account	1810738319.98
<b>Total .. 3354135452.61</b>	<b>Total .. 3461449296.56</b>
Balance on 31-8-2003	107313843.95
<b>Total .. 3354135452.61</b>	<b>Total .. 3354135452.61</b>

(Sd.) ..... , (Sd.) ..... ,  
 Chief Accountant (Treasury), Municipal Chief Auditor, Members of the Standing Committee of the For Municipal Secretary.  
 Municipal Corporation of Brihanmumbai.



**THE MUNICIPAL CORPORATION OF GREATER MUMBAI**

No. DAEF/Dep/FI/55, dated the 4th March 2004

**Abstract of the Receipts and Expenditure for Budget 'E' for the Month of September-2003**

**Div. -----**

Receipts	Budget Estimates 2003	Past Month Aug.-2003	Present Month Sept.-2003	Total	Corresponding Month of the last year Sept.-2002
	Rs.	Rs. Ps.	Rs. Ps.	Rs. Ps.	Rs. Ps.
<b>RECEIPTS—A-REVENUE ACCOUNT</b>					
(1A) Education Cess	..	1400000000	3170445.87	3170445.87	161839113.00
(2) Contribution towards Primary Education from Municipal Corporation under Section 126C(c) of the Bombay Municipal Corporation Act.	..	478720000	..	..	..
(2A) Special Contribution from Budget 'A'	..	3008320000	..	..	..
(3) Contribution from Government under clause 2(e) of Schedule BBA of the Bombay Municipal Corporation Act.	..	861578000	712000.00	712000.00	284260948.00
(4) Interest on Endowments & Investments	..	30000	..	14678.75	14678.75
(5) Rent & Other proceeds of Properties	..	15000000	5064271.80	809297.40	5198457.06
(6) Interest & Profit on Investment of Surplus, Loan and other balances.	..	3107000	..	6121123.87	282166.50
(7) Miscellaneous Receipts	..	14000000	12728712.43	437487.73	6795927.06
<b>Total - A - Revenue Receipts</b>	<b>5780755000</b>	<b>21675430.10</b>	<b>7382587.75</b>	<b>29058017.85</b>	<b>458391290.37</b>
<b>RECEIPTS — B - CAPITAL ACCOUNT</b>					
(1) New Loan	..	..	..	..	..
(2) Government Grant-in-Aid	..	..	..	..	..

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

Receipts	Budget Estimates 2003	Past Month Aug.-2003	Present Month Sept.-2003	Total	Corresponding Month of the last year Sept.-2002
(3) Trust Fund	. . . . .	. . . . .	. . . . .	. . . . .	. . . . .
(4) Advance from Surplus Monies for Financing Capital Expending Raising of New Loan.	. . . . .	. . . . .	. . . . .	. . . . .	. . . . .
(4B) Compensation recd. him Landlord for releasing of Pvt. Property under Education Fund A/c.	. . . . .	3209382.00	. . . . .	3209382.00	4338338.38
(6) Contribution from Development Fund	. . . . .	. . . . .	. . . . .	. . . . .	. . . . .
(7) Contribution from Primary School Building Construction Fund.	. . . . .	. . . . .	. . . . .	. . . . .	. . . . .
(8) Contribution from Revenue A/c.	. . . . .	. . . . .	. . . . .	. . . . .	. . . . .
<b>Total - B- Capital Receipts</b>	. . . . .	<b>3209382.00</b>	. . . . .	<b>3209382.00</b>	<b>4338338.38</b>
<b>RECEIPTS — C - SUSPENSE ACCOUNT</b>					
Investments of Deposits	. . . . .	3225987792.83	1062269395.71	4288257188.54	4229636308.56
Advances	. . . . .	122937889.00	. . . . .	122937889.00	120564279.00
Endowment Fund Account	. . . . .	10000.00	. . . . .	10000.00	15000.00
Sinking Fund Account - Education	. . . . .	. . . . .	18547181.88	18547181.88	17467435.50
Primary School Building Construction Fund.	. . . . .	. . . . .	. . . . .	. . . . .	. . . . .
<b>Total - C - Suspense Receipts</b>	. . . . .	<b>3348935681.83</b>	<b>1080816577.59</b>	<b>4429752259.42</b>	<b>4367683023.06</b>

EXPENDITURE	Budget Estimates 2003	Sanctioned Modification	Final Grant	Past Month Aug.-2003	Present Month Sept.-2003	Total	Corresponding month of the last year Sept.-2002
<b>EXPENDITURE — A - REVENUE ACCOUNT</b>							
A - General Supervision and Administration	121799000	. . . .	. . . .	20555171.20	3684680.50	24239851.76	22627578.20
B - Municipal Primary Schools	3338725000	. . . .	. . . .	1307569559.15	215732917.90	1523302477.05	1569094071.99
C - Private Primary Schools	702682000	. . . .	. . . .	251752741.24	51800013.30	303552754.54	284923242.21
D - Medical Inspection of School Children	40301000	. . . .	. . . .	16907252.69	2794743.01	19701995.70	19618397.60
F - Educational Activities	23181000	. . . .	. . . .	7700459.37	1428228.29	9128687.66	8223359.10
G - Pension and Providend Fund	1046373000	. . . .	. . . .	. . . .	439437500.00	439437500.00	406824000.00
I - New Works	975000	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
J - Debt Charges	132709000	. . . .	. . . .	. . . .	48140237.50	48140237.50	49465487.50
K - Training facilities for Municipal Teachers	2821000	. . . .	. . . .	1122974.12	169076.00	1292050.12	1340760.76
L - Proportionate Cost of Collection of Education Cess.	10435000	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
M - Extra-Curricular Activities	7806000	. . . .	. . . .	1028026.18	145352.50	1173378.68	1120609.73
O - Proportionate cost of C. E.'s Central Planning Staff.	4920000	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
P - Contribution to Capital	275000000	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
R - Lumpsum provision for payment of arrears on account of Revision of Grade.	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
S - Contribution to Tree Authority Budget	232000	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
T - Lumpsum provision for Deposit Linked Insurance Scheme.	1200000	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
U - Lumpsum provision for Recurring Establishment Cost on account of revision of grades and <i>Ex-gratia</i> payment.	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
V - Lumpsum provision for Unforeseen expenditure during the year.	100000	. . . .	. . . .	. . . .	. . . .	. . . .	2517750.00

EXPENDITURE	Budget Estimates 2003	Sanctioned Modification	Final Grant	Past Month Aug.-2003	Present Month Sept.-2003	Total	Corresponding month of the last year Sept.-2002
W - Contribution for meeting interest subsidy at 4% towards Housing Loan.	15000000	. . . .	. . . .	3911612.00	703537.00	4615149.00	. . . .
X - Contribution to Contingent Fund	4648000	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
Y - Lumpsum provision for payment of outstanding Property Taxes & Water Charges.	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
Z - Supply of Mid-day snacks etc. to the children attending Mun. Pri. School.	51848000	. . . .	. . . .	875837.63	145089.40	1020927.03	904642.75
<b>Total-A-Revenue Expenditure (A to Z)</b>	<b>5780755000</b>	<b>. . . .</b>	<b>. . . .</b>	<b>1611423633.58</b>	<b>764181375.40</b>	<b>2375605008.98</b>	<b>2366659899.84</b>
<b>EXPENDITURE — B - CAPITAL ACCOUNT</b>							
1. Loan Funds . . . .	. . . .	. . . .	. . . .	39287343.00	17839009.00	57126352.00	18840451.00
2. Advance for purchase of Furniture for New School Buildings.	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
3. Trust Funds - Expenditure							
<b>Total - B-Capital Expenditure . .</b>	<b>. . . .</b>	<b>. . . .</b>	<b>. . .</b>	<b>39287343.00</b>	<b>17839009.00</b>	<b>57126352.00</b>	<b>18840451.00</b>
<b>EXPENDITURE — C - SUSPENSE ACCOUNT</b>							
Investment and Deposits	. . . .	. . . .	. . .	1810688319.98	430759472.67	2241447792.65	2813608224.95
Advances	. . . .	. . . .	. . .	50000.00	. . . .	50000.00	200950.00
Endowment Fund Account	. . . .	. . . .	. . .	. . . .	. . . .	. . . .	. . . .
Sinking Fund Account - Education	. . . .	. . . .	. . .	. . . .	. . . .	. . . .	. . . .
<b>Total - C-Suspense Expenditure . .</b>	<b>. . . .</b>	<b>. . . .</b>	<b>. . . .</b>	<b>1810738319.98</b>	<b>430759472.67</b>	<b>224197792.65</b>	<b>2813809174.95</b>

**Bank's Reconciliation on 30-09-2003**

	Rs. Ps.
Balance as per Bank Pass Book 30-9-2013	.. 99670.61
Add - Cheques paid into the Bank on but not credited by Bank on .....	.. 0.00
<b>Total ..</b>	<b>99670.61</b>
<b>Deduct :</b> Cheques issued but not presented for payment ..	231688442.92
Balance as per Day Book (Column No. 10)	.. 231588772.31
Balance as per Day Book (Column No. 8)	.. 758348.70
<b>Less —</b> Balance in Bank ..	232347121.01
Balance in hand ..	-441004.24
<b>Total ..</b>	<b>231906116.77</b>
<b>Less —</b> Paper Deposit kept in Office in Cash ..	-11581.09
<b>Total ..</b>	<b>231894535.68</b>

(Sd.) ..... , (Sd.) ..... , (Sd.) ..... ,  
 Chief Accountant (Treasury), Municipal Chief Auditor, Member of the Standing Committee of the For Municipal Secretary.  
 Municipal Corporation of Brihanmumbai.

**Summary Sept-2003**

Receipts	Disbursements
Rs. Ps.	Rs. Ps.
19685041.32	Balance on 1st April .....
29058017.85	A - Revenue Account 2375605008.98
3209382.00	B - Capital Account 57126352.00
4429752259.42	C - Suspense Account 2241497792.65
<b>Total .. 4442334617.95</b>	<b>Total .. 4674229153.63</b>
Balance on 30-9-2003	231894535.68
<b>Total .. 4442334617.95</b>	<b>Total .. 4442334617.95</b>

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
 गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

बृहन्मुंबई महानगरपालिकेच्या अर्थसंकल्प अ आणि ब विभागाचे माहे सप्टेंबर २००३

क्र. एमएस/...../एसटीसी., दिनांक १७ मे २००४

जमा व खर्चाचे विवरणपत्र

जमा	रुपये	पैसे	खर्च	रुपये	पैसे
<b>आरंभीची शिल्लक</b>					
विभाग - एक	१०२०९५८२६१.५८				
विभाग - दोन	९४३७८४२८८.९१				
विभाग - तीन	१८६१५५८६५.०१				
<b>अ - महसूल लेखा</b>			<b>अ - महसूल लेखा</b>		
विभाग - एक	११६३९२४६१२.८३		विभाग - एक	८३२२१३५१७९.८८	
विभाग - दोन	२३१८५६११६२.१९		विभाग - दोन	१८७०५६४०४९.४८	
विभाग - तीन	८०३१८६३६९.९९		विभाग - तीन	१४४३१८७३२७.७४	
<b>वृक्ष प्राधिकरण</b>			<b>वृक्ष प्राधिकरण</b>		
विभाग - एक	८६७१४००.८७			२४५८७८८१.७५	
<b>ब - भांडवली लेखा</b>			<b>ब - भांडवली लेखा</b>		
विभाग - एक	१४६५५०५८५१.७५		विभाग - एक	२६०७६२६५३.००	
विभाग - दोन	१०९१५९११.४४		विभाग - दोन	२१३३०२१२५.००	
विभाग - तीन	...		विभाग - तीन	२१६४८०२७८.००	
<b>क - अनिश्चित लेखा</b>			<b>क - अनिश्चित लेखा</b>		
विभाग - एक	२७१३६१२९९३५.७५		विभाग - एक	३२६६०९९६३६६.३९	
विभाग - दोन	३२७५४४४९९०.६२		विभाग - दोन	४४७१०००९३२.४९	
विभाग - तीन	१८५०३९५७५९.३०		विभाग - तीन	१२३५६६५०२०.१२	
<b>ड - सुधार योजना लेखा</b>	१३५६८०७८२.५७		<b>ड - सुधार योजना लेखा</b>	२३४६१३५९०.४०	
<b>इ - सुधार योजना लेखा (शहरे)</b>	३९१४४७९.२७		<b>इ - सुधार योजना लेखा (शहरे)</b>	३६७५१४७.१९	
<b>फ - सुधार योजना लेखा (उपनगरे)</b>	१२६७३४६.२५		<b>फ - सुधार योजना लेखा (उपनगरे)</b>	४८३९७०५.८७	
<b>गलिच्छ वस्ती सुधार लेखा</b>	८८८३७९७२.८०		<b>गलिच्छ वस्ती सुधार लेखा</b>	११०५१२९४०.८८	
			<b>अखेरची शिल्लक</b>		
			विभाग - एक	१२१९१३२९.६९	
			विभाग - दोन	६१६०७५३.०७	
			विभाग - तीन	५५५९४६३१.५६	
<b>एकूण</b>	<b>५०८८८६५६४८३.८७</b>		<b>एकूण</b>	<b>५०८८८६५६४८३.८७</b>	

**बृहन्मुंबई महानगरपालिकेच्या अर्थसंकल्प अ आणि ब विभागाचे माहे सप्टेंबर-२००३**  
**जमा व खर्चाचे विवरणपत्र**

जमा	अर्थसंकल्पीय अंदाज रुपये	मागील महिना ऑगस्ट-२००३ रुपये पैसे	चालू महिना सप्टेंबर-२००३ रुपये पैसे	एकूण सप्टेंबर-२००३ रुपये पैसे	मागील वर्षाचा संबंधित महिना सप्टेंबर-२००२ रुपये पैसे
-----	--------------------------	-----------------------------------	-------------------------------------	-------------------------------	--

**जमा - अ - महसूल लेखा भाग - एक**

१. सर्वसाधारण कर, अप्रत्यक्ष कर आणि संकीर्ण महसूल -

- अ - सर्वसाधारण कर  
ब - जकात  
बब - रंगभूमी कर  
क - अन्य प्राप्ती  
ड - शिक्षण कर संकलनाच्या प्रमाणशीर खर्चापुढे जमा.

२. संग्रहालये  
३. विनामूल्य वाचनालये आणि ग्रंथालये  
४. महानगरपालिका माध्यमिक शाळा  
५. घन कचरा व्यवस्थापन  
६. पर्जन्य जलवाहिन्या  
७. यांत्रिकी आणि विद्युत  
८. इमारती, भूमिसंपादन आणि व्यवस्थापन  
अ - जमीन विक्रीचे उत्पन्न  
ब - अन्य प्राप्ती  
क - विकास आकारापासून प्राप्ती

९. अग्निशमन दल  
अ - अग्निशमन कर  
ब - अन्य प्राप्ती  
१०. अनुज्ञापन आणि सार्वजनिक रस्त्यावरील अतिक्रमणे हलविणे.

११. दुकाने आणि तत्सम संस्था, अधिनियम, १९४८ चे प्रशासन.  
उद्याने, करमणूक केंद्रे आणि खुल्या जागा  
१२. बाजार  
१५. वाहतूक प्रचालन रस्ते आणि पूल  
१६. अंशदान

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

<b>एकूण बेरीज - भाग - एक (१ ते १६) पुढे नेले</b>	<b>२५९६१७८०००</b>	<b>९३८१३३६८१.५१</b>	<b>२१२६६५६९३६.९८</b>	<b>११५०७९९३१८.४९</b>	<b>१२०१३२८९६०१.८८</b>
--	-------------------	---------------------	----------------------	----------------------	-----------------------

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

जमा	अर्थसंकल्पीय अंदाज रुपये	मागील महिना ऑगस्ट-२००३ रुपये पैसे	चालू महिना सप्टेंबर-२००३ रुपये पैसे	एकूण सप्टेंबर-२००३ रुपये पैसे	मागील वर्षाचा संवधित महिना सप्टेंबर-२००२ रुपये पैसे
<b>एकूण बेरीज - भाग - एक (१ ते १६) पुढे आणले</b>	<b>२५१९६१७८०००</b>	<b>१२९६१८८.००</b>	<b>१२९६१८८.००</b>	<b>१२९६१८८.००</b>	<b>१२९६१८८.००</b>
१७. असाधारण जमा	१३३०००				
१८. मुंबई विद्युत पुरवठा आणि परिवहन निधीमधून स्थानांतरण.					
१९. शासनाकडून संकलनाप्रित्यर्थ सूट	३००३६०००	१२९६१८८.००		१२९६१८८.००	
२०. करमणूक करातील हिस्सा	३८००००००				
२१. कृषितर कर आणि भूमी महसुलाचा हिस्सा	३३३३३८०००				
<b>एकूण बेरीज - भाग - एक</b>	<b>२५१९७६८५०००</b>	<b>१२९६१८८.००</b>	<b>१२९६१८८.००</b>	<b>१२९६१८८.००</b>	<b>१२९६१८८.००</b>
<b>भाग - दोन</b>					
३१. सार्वजनिक आरोग्य विभाग	८६३०७०००	१५१८१९०९.७०	२०५६०९८.४०	१७२३७९२०.१०	१७५५८१७७.३०
३२. वैद्यकीय सहाय्य आणि शिक्षण	२१०४०२०००	१०५८०४८२.१३	१७८८०९६९.३६	१०८४६०६५१.४९	१४०६१०९८.६६
३३. बृहन्मुंबई परिसरातील वायू प्रदूषण नियंत्रणासाठी उपाययोजना.	९५७९०००	३७९२२८१.७५	४६५१५३.००	४२५७४३४.७५	३७५८५१४.६०
<b>एकूण बेरीज - भाग - दोन</b>	<b>३०६२८००००</b>	<b>१०९५५४६६५.५८</b>	<b>२०४०९३४०.७६</b>	<b>१२९९५६००६.३४</b>	<b>१२५३७७७९०.५६</b>
<b>एकूण बेरीज - अ - महसूल लेखा</b>	<b>२५६०३९६५०००</b>	<b>१४९२१८७८३५.०९</b>	<b>२१४७०५८३७७.७४</b>	<b>११६३९२४६११२.८३</b>	<b>१२१२८६६७३९२.५४</b>
<b>वृक्ष प्राधिकरण</b>	<b>९८४६८०००</b>	<b>७१३५३०७.८७</b>	<b>१५३६०९३.००</b>	<b>८६७१४००.८७</b>	<b>६७०७७४३.१०</b>
<b>जमा - ब - भांडवली लेखा</b>					
कर्ज निधी	५१४४१६७०००	१४००००००००.००	५०४०००००.००	१४५०४०००००.००	२१९२१०००००.००
विश्वस्त आणि अन्य निधी	३५३६०६०००	८४३९३९८.७५	६६६६४४५३.००	१५१०५८५१.७५	७४२५४३५.००
<b>एकूण--ब - भांडवली लेखा</b>	<b>५४९७७७३०००</b>	<b>१४०८४३९३९८.७५</b>	<b>५७०६६४५३.००</b>	<b>१४६५५०५८५१.७५</b>	<b>२१९९५२५४३५.००</b>
<b>जमा - क - अनिशित लेखा</b>					
कर्ज निवारण निधी महानगरपालिका					१४६५२८९००.०५
विशेष निधी लेखा आणि कर्ज विमोचन निधी		६२९९३७२.५०	८१२८१६२६.९०	८१९०३०९९९.४०	११७९४४६९९१.३९



कर्ज निवारण निधी लेखा - सुधार योजना	..	..	..	..	..	६११५५१८.०१
कर्ज निवारण निधी लेखा - सुधार योजना (शहरे)	..	..	..	..	..	७०७७५३.२४
कर्ज निवारण निधी लेखा - सुधार योजना (उपनगरे)	..	..	..	..	..	८५२२५४.००
कर्ज निवारण निधी गलिच्छ वस्ती सुधारणा	..	..	..	..	..	७४७५५१०.७५
अन्य निधी लेखा - सुधार योजना	..	..	..	..	..	..
गुंतवणूक आणि ठेवी	..	..	१५८१३७७३३३३२.७८	३७२१७९०६१५.८२	१९५३५५६३९४८.६०	१९९६५९९३२९९.०५
आगाऊ रकमा	..	..	५८०३४३४७९४.५६	९७८१००९९३.१९	६७८१५३४९८७.७५	२९८२७९४४८९१.५७
<b>एकूण-क - अनिश्चित लेखा</b>	..	२२९३५९००००	२९६३३४२७४९९.८४	५५१२७०२४३५.११	२७१३६१२९९३५.७५	५११३५०६४३१८.०६
<b>जमा - ड - सुधार योजना लेखा</b>						
अ - सर्वसाधारण लेखा	..	७७५६९००००	२५३६८६२१.०९	७४३९८१४.१५	३२८०८४३५.२४	३१२३६५१५.२७
ब - भांडवली लेखा	..	७६७९०००००	३९२०८०७५.८३	६३६६४२७१.५०	१०२८७२३४७.३३	७३१५८४९.००
<b>एकूण-ड - सुधार योजना</b>	..	१५४३५९००००	६४५७६६९६.९२	७९१०४०८५.६५	१३५६८०७८२.५७	३८५५२३६४.२७
<b>जमा - इ - गलिच्छ वस्ती निर्मूलन लेखा (शहरे)</b>						
अ - सर्वसाधारण लेखा	..	८५१००००	२७४९७२४.७२	४७२४०५.५५	३२२२१३०.२७	३२८४५५२.४१
ब - भांडवली लेखा	..	०००	६८६३६२.००	६०७९.००	६९२३२४१.००	७९९३२४९.००
<b>एकूण-इ - गलिच्छ वस्ती निर्मूलन लेखा (शहरे)</b>	..	८५१००००	३४३५९८६.७२	४७८४८४.५५	३९१४४७१.२७	११२७७८०१.४१
<b>जमा - फ - गलिच्छ वस्ती निर्मूलन लेखा (पश्चिम व पूर्व उपनगरे)</b>						
अ - सर्वसाधारण लेखा	..	१२७९७०००	७८९६१०.१५	२०९२६०.१०	९९८८७०.२५	१०४०५९७.७८
ब - भांडवली लेखा	..	३५००००	२६१२१६.००	७२६०.००	२६८४७६.००	१४४५४१.००
<b>एकूण-फ - गलिच्छ वस्ती निर्मूलन लेखा (पश्चिम व पूर्व उपनगरे)</b>	..	१३१४७०००	१०५०८२६.१५	२१६५२०.१०	१२६७३४६.२५	११८५१३८.७८
<b>सुधार योजना लेखा - गलिच्छ वस्ती सुधारणा</b>						
अ - सर्वसाधारण लेखा	..	१०५७१७५०००	६९५५०६४५.५५	१९२८७३२७.२५	८८८३७९७२.८०	६६२२६४२६.००
ब - भांडवली लेखा	..	७८६७५००००	..	..	..	..
<b>एकूण - गलिच्छ वस्ती सुधारणा</b>	..	१८४३९२५०००	६९५५०६४५.५५	१९२८७३२७.२५	८८८३७९७२.८०	६६२२६४२६.००

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

बृहन्मुंबई महानगरपालिकेच्या अर्थसंकल्प अ आणि ब विभागाचे माहे सप्टेंबर-२००३

जमा व खर्चाचे विवरणपत्र

खर्च	अर्थसंकल्पीय अंदाज	मंजूर केलेला बदल	अंतीम अनुदान सुधारित अनुदान	मागील महिना ऑगस्ट-२००३ रुपये	चालू महिना सप्टेंबर-२००३ रुपये	एकूण सप्टेंबर-२००३ रुपये	मागील वर्षाचा संबंधित महिना सप्टेंबर-२००२ रुपये
<b>खर्च-जमा - अ - महसूल लेखा भाग - एक</b>							
(एक) सर्वसाधारण पर्ववेक्षण, महसूल संकलन इ.	१५२७२३०००	..	..	७०५०९५२९८.२४	१२११८७६४.२७	८२६३३४०६२.५१	७११२३५६३९.९९
(दोन) संग्रहालये	२८६९०००	..	..	१११९०२१२६.००	१६५८८२.४०	१२८४९०३.६६	१३४०४४५.३८
(तीन) विनामूल्य वाचनालये आणि ग्रंथालये	२०००	..	..	..	..	..	..
(चार) महानगरपालिका माध्यमिक शाळा	५४०५८३०००	..	..	२२१०२६४९९.२०	३८६६७२६६.०९	२५९६९३७६५.२९	२२३३३२४५३८.८४
(पाच) घन कचरा व्यवस्थापन	२०६३१८००००	..	..	९२७५९१९२७.१९	५६२३०४२.५३	९८३८२२१८७.८६	८४३५७०२४३.५४
(सहा) पर्जन्य जलवाहिन्या	२९९१७००००	..	..	९७२७१८२९.८३	९४४३०४२.५३	१०६७१४८७२.३६	७७२६५६९७.५३
(सात) यांत्रिकी आणि विद्युत	१७०९७०००	..	..	३६१८८७९.०७५	५३००६९९.४३	४९४८९४९०.१८	२३१७१८११४.८९
(आठ) इमारती, भूमिपंपादन आणि व्यवस्थापन	२४१४३३०००	..	..	८१६१३५५९.३१	१८६१०९७२.४५	१००२२४५३१.७६	८९६३०५७१.१६
(नऊ) अग्निशमन दल	२८४५८८०००	..	..	१११०८४७६६.२३	१८२५५२१०.४४	१२९३३९९७६.६७	१२१८६१४०१.०४
(दहा) अनुज्ञापन आणि सार्वजनिक रस्त्यावरील अतिक्रमणे हलविणे.	१०६०७९०००	..	..	४७८२२५५४.९३	७३२६५६१.६०	५५१४९१६५.५३	४३३५८४०९.०९
(अकरा) दुकाने आणि तत्सम संस्था, अधिनियम, १९४८ चे प्रशासन.	२७९९८०००	..	..	१०५७२६८२.९४	२१०३३१९.१०	१२६७६००२.०४	१२३४१२०९.८७
(बारा) उद्याने, करमणूक केंद्रे आणि खुल्या जागा	१८२०८९०००	..	..	४५९८४३९२.५३	९४३२२७४.८४	५५४१६६६७.३७	४९०६२०९२.०२
(तेरा) बाजार	४३९३९४०००	..	..	१९७५३५५१४.३६	७३९१६०१.९४	२०४९२७११६.३०	७२६३७५४१.५५
(पंधरा) वाहतूक प्रचालन रस्ते आणि पूल	१४०३७८००००	..	..	३८०४८०९०१.८६	७६११११४१४.१९	४५६६७२०१६.०५	३६११९६६२२.५३
(सोळा) खालील बाबींसाठी अंशदान-							
(ए) मुंबई महानगरपालिका कर्मचाऱ्यांनी घेतलेल्या गृहकर्जावरील व्याजावर अनुदान.	४५७१४०००	..	..	६८८४६००.०२	११६७६३०.७५	८०५२२३०.७७	३६३३३४७०.४७
(ए) मुंबई महानगरपालिका अधिनियम, १२५(२)(डी) अन्वये अर्थसंकल्प व सुधार योजना.	४१०९००००	..	..	..	..	..	..
(बी) मुंबई महानगरपालिका अधिनियम, १२६(सी)(सी) अन्वये अर्थसंकल्प ई सुधार योजना.	१०२७२५०००	..	..	..	..	..	..



खर्च	अर्थसंकल्पीय अंदाज रुपये	मंजूर केलेला बदल रुपये	अंतीम अनुदान सुधारित रुपये	मागील महिना ऑगस्ट-२००३ रुपये	चालू महिना सप्टेंबर-२००३ रुपये	एकूण सप्टेंबर-२००३ रुपये	मागील वर्षाचा संबंधित महिना सप्टेंबर-२००२ रुपये
(सतरा) संकीर्ण	१४९०१०००	..	..	४०३४९०.८६	११७१८८८.००	५२०६०७८.८६	५८७१०७२.२६
(अठरा) निवृत्ती वेतन आणि निवृत्ती वेतनाह इतर फायदे	२१६०४२२०००	..	..	१४४०४३२२३२.७०	२२८५२७५४९.७२	१६६८९५९७८२.४२	१६०७५४८३७९.०८
(एकोणिस) महाराष्ट्र शासनाने स्थापन केलेल्या मुंबई इमारत दुरुस्ती आणि पुनर्रचना मंडळास अंशदान.	१००००००००	..	..	..	..	..	३५५१.४९
(वीस) ग्रामीण सुख-सोयी	१०९९९०००	..	..	..	..	..	..
(एकवीस) प्रत्येक मतदारसंघामध्ये अनपेक्षित कामांसाठी खास तरतूद.	१४२००००००	..	..	३०००.००	१४४४३३३०.००	१४४४३३३०.००	५०१९३२.१०
(बावीस) सुधारित वेतनश्रेणीमुळे करावयाच्या थकवाकरीच्या अधिदानासाठी ठोक तरतूद.	..	..	..	३१३३८.००	..	३१३३८.००	१०४२००२९३.००
(तेवीस) मुंबई नागरी विकास प्रकल्प - एक	१०१७४०००	..	..	..	३१२४८८९९.००	३१२४८८९९.००	३१२४८८९९.००
(चोवीस) सानुग्रह अधिदानासाठी ठोक तरतूद	..	..	..	..	..	..	..
(पंचवीस) खात्यांमार्फत सामायिक सेवा	..	..	..	३११३८०६२.५४	६८६५२१४.६२	३८८०३२७७.१६	३३४१२९३४.९७
(सव्वीस) मागील दायित्वे भागविण्याकरिता ठोक तरतूद	..	..	..	..	..	..	..
(सत्तावीस) अंतर्गत कर्जावरील अदत्त मुद्रांक शुल्क देण्याकरिता तरतूद.	..	..	..	..	..	..	२१४००००००.००
(अष्टावीस) सुधारित वेतनश्रेणीमुळे होणारा आवर्ती आस्थापना खर्च भागविण्यासाठी ठोक तरतूद.	..	..	..	..	..	..	..
महानगरपालिका कर्जावरील व्याज	..	..	..	२०३०७४४९.५०	४३०५७२३०.५१	३६३३३६४६८०.०१	३७२८८४४७४.०१
<b>एकूण भाग - एक</b>	<b>११०२१५२२०००</b>	..	..	५६४४८३९६१२.२५	९४३८१६१६२.५५	६६२८६५५७७४.८०	७५७८५७६४०९.६५
<b>भाग - दोन</b>							
(एकतीस) सार्वजनिक आरोग्य विभाग	४१७६९२०००	..	..	१३५५३२७५०.१५	२१९२४९९८.६२	१५७४५७७४८.७७	१५१९२१८८४८.८२
(बत्तीस) वैद्यकीय सहाय्य आणि शिक्षण	३६०२९२७०००	..	..	१३०१७०८५२४.६१	२२०१९६०७३.०५	१५२१९०४५९७.६६	१३३३७६२४३०.९३
(तेहतीस) बृहन्मुंबईच्या परिसरातील वायू प्रदूषण नियंत्रणासाठी उपाययोजना.	३४०२७०००	..	..	१२२९०१०४.२९	१८२६९५४.३६	१४११७०५८.६५	१२८००२३२.०१
<b>एकूण - भाग दोन</b>	<b>४०५४६४६०००</b>	..	..	<b>१४४९५३१३७९.०५</b>	<b>२४३९४८०२६.०३</b>	<b>१६९३४७९४४०५.०८</b>	<b>१५५८४८४५४७.७६</b>
<b>एकूण - अ - महसुली खर्च</b>	<b>२३०८४१६८०००</b>	..	..	<b>७०९४३७०९९१.३०</b>	<b>१२२७७६४१८८.५८</b>	<b>८३२२१३५१७९.८८</b>	<b>११३७०६०९५७.४१</b>
<b>वृक्ष प्राधिकरण</b>	<b>१४०४१९०००</b>	..	..	<b>२१५०१९७९.५८</b>	<b>३०८५९०२.१७</b>	<b>२४५८७८८१.७५</b>	<b>२०१४५५५६.३९</b>

**ब - भांडवली खर्च**

कर्ज कामे आणि विश्वस्त	४६८१२२०००	०.००	३५८१८५१३.००	८६८६७१३.००	२७१३१८००.००	११६७६९५०.००
कर्ज कामे, आरोग्य अंदाज	३२९२५०००००	०.००	२१०१०५०४६.००	७७७८१४०७.००	२८७८१४४५३.००	२२७१८५२१३.६२

**एकूण - ब - भांडवली खर्च**

	३७६१४२२०००	०.००	१७४२८६५३३.००	८६४७६१२०.००	२६०७६२६५३.००	२३८८६२१६३.६२
--	------------	------	--------------	-------------	--------------	--------------

**क - अनिश्चित लेखा खर्च**

कर्ज निवारण निधी लेखा - महानगरपालिका	०.००	०.००	०.००	०.००	०.००	१३५५२११३१.२०
विशेष निधी लेखा आणि कर्ज विमोचन निधी	०.००	०.००	०.००	०.००	०.००	३८५४३८.००
कर्ज निवारण निधी लेखा - सुधार योजना	०.००	०.००	०.००	०.००	०.००	०.००
कर्ज निवारण निधी लेखा - सुधार योजना (शहरे)	०.००	०.००	०.००	०.००	०.००	०.००
कर्ज निवारण निधी लेखा - सुधार योजना (उपनगरे)	०.००	०.००	०.००	०.००	०.००	०.००
अन्य निधी लेखा - सुधार योजना	०.००	०.००	०.००	०.००	०.००	०.००
गुंतवणुकी आणि ठेवी	०.००	०.००	१८०१२३५०३६५.६२	५११८८२५२५३.३०	२३१३११७५६१८.९२	२४१२८७१७९२६.४२
आगाऊ लेखा	०.००	०.००	८०७०८६६८८५.३२	१४५८९५३८६२.१५	९५२९८२०७४७.४७	३२७२४६६६४५.६२

**एकूण - क - अनिश्चित लेखा**

	२१९२२२१०००	०.००	२६०८३२१७२५०.९४	६५७७७७९११५.४५	३२६६०९९६३६६.३९	५६७३७०९९१४१.२४
--	------------	------	----------------	---------------	----------------	----------------

**ड - सुधार योजना लेखा खर्च**

अ - सर्वसाधारण लेखा	७७५६९००००	०.००	१८१४४९०७७.१३	४३९०६८४७.२७	२२५३५५९२४.४०	२३९८१८०११.७७
ब - भांडवली लेखा	६७५०८०००	०.००	५२८९८९९०.००	३९६७७७६.००	९२५७६६६६.००	०.००

**एकूण - ड**

	८४३१९८०००	०.००	१८६७३८९६७.१३	४७८७४६२३.२७	२३४६१३५९०.४०	२३९८१८०११.७७
--	-----------	------	--------------	-------------	--------------	--------------

**इ - सुधार योजना लेखा गलिच्छ वस्ती निर्मूलन (शहरे) खर्च**

अ - सर्वसाधारण लेखा	८५१००००	०.००	३२६१२३२.१९	४१३११५.००	३६७५१४७.१९	३२५७२९२.१२
ब - भांडवली लेखा	०.००	०.००	०.००	०.००	०.००	१००३३.००

**एकूण - इ**

	८५१००००	०.००	३२६१२३२.१९	४१३११५.००	३६७५१४७.१९	३२६७३२५.१२
--	---------	------	------------	-----------	------------	------------

**फ - सुधार योजना लेखा गलिच्छ वस्ती निर्मूलन (उपनगरे) खर्च**

अ - सर्वसाधारण लेखा	१२७९७०००	०.००	३८१७९९५.८७	१०२१७१०.००	४८३९७०५.८७	३२६८२४७.६४
ब - भांडवली लेखा	०.००	०.००	०.००	०.००	०.००	०.००

**एकूण - फ**

	१२७९७०००	०.००	३८१७९९५.८७	१०२१७१०.००	४८३९७०५.८७	३२६८२४७.६४
--	----------	------	------------	------------	------------	------------

**सुधार योजना लेखा गलिच्छ वस्ती सुधारणा**

सर्वसाधारण लेखा	१०५७१७५०००	०.००	४६१०३५४३.०४	६४४०९३९७.८४	११०५१२९४०.८८	१५८४१३५२.०५
भांडवली लेखा	७८६०००००	०.००	०.००	०.००	०.००	१६५८०५२.००

**एकूण - गलिच्छ वस्ती सुधारणा**

	१८४३१७५०००	०.००	४६१०३५४३.०४	६४४०९३९७.८४	११०५१२९४०.८८	१७४९९९४०४.०५
--	------------	------	-------------	-------------	--------------	--------------

सारांश माहे एप्रिल-२००३ (शहर)

वैकेचे समायोजन	रुपये	पैसे	जमा	रुपये	पैसे	खर्च
वैकेच्या पासबुकानुसार शिल्लक (भारतीय स्टेट बँक)	..	५८८६५०६६.९६	रुपये	१०२०९५८२६१.५८	आरंभीची शिल्लक	रुपये
अधिक : धनादेश दि. ....	..	२०६१६०२७.४४	रुपये	११६३९२४६११२.८३	अ-महसुली लेखा	८३२२१३५१७९.८८
वैकेने खात्यावर जमा केले नाहीत.				८६७१४००.८७	वृक्ष प्राधिकरण	२४५८७८८१.७५
पोहोच दि. ....				१४६५५०५८५१.७५	ब-भांडवली लेखा	२६०७६२६५३.००
				२७१३६१२९९३५.७५	क-अनिश्चित लेखा	३२६६०९९६३६६.३९
वजा : धनादेश दिले. परंतु अधिदानासाठी सादर केले नाहीत.	..	४२५२३०५८०.७६	रुपये	१३५६८०७८२.५७	ड-सुधार योजना लेखा	२३४६१३५९०.४०
रोजकिर्दनुसार शिल्लक (स्तंभ क्र. १०)	..	३४५७४९४८६.३६	रुपये	३९१४४७१.२७	इ-सुधार योजना लेखा (शहरे)	३६७५१४७.१९
शासनामधील बँक कार्यालयातील शिल्लक	..	--	रुपये	१२६७३४६.२५	फ-सुधार योजना लेखा (उपनगरे)	४८३९७०५.८७
आक्षेपांच्या बाबतीतील वचनपत्रे	..	१८०२६४४४०.००	रुपये	८८३७७७२.८०	गलिच्छ वस्ती सुधारणा	११०५१२९४०.८८
रोख रक्कम रुपये	..	--	रुपये	..	अखेरीची शिल्लक	१२१९१३२९.६९
कार्यालयातील रोख रकमेतील शिल्लक	..	४३५७३७१६.६७	रुपये	४१५००२१२१३५.६७	एकूण	४१५००२१२१३५.६७
रोजकिर्दनुसार शिल्लक (स्तंभ क्र. ८)	..	१२१९१३२९.६९	रुपये			

(सही) (सही) (सही)

प्रमुख लेखापाल (कोषागार) महानगरपालिका मुख्य लेखापरीक्षक महानगरपालिका चिटणीसंकरिता

स्थायी समिती सदस्य

बृहन्मुंबई महानगरपालिकेच्या अर्थसंकल्प अ आणि ब विभागाचे माहे सप्टेंबर-२००३

जमा व खर्चाचे विवरणपत्र

जमा	अर्थसंकल्पीय अंदाज २००३-०४	मागील महिना ऑगस्ट-२००३	चालू महिना सप्टेंबर-२००३	एकूण सप्टेंबर-२००३ पर्यंत	मागील वर्षाचा संबंधित महिना सप्टेंबर-२००२ पर्यंत
	रुपये	रुपये	रुपये	रुपये	रुपये

जमा - अ - महसूल लेखा भाग - एक

१. सर्वसाधारण कर, अप्रत्यक्ष कर आणि संकीर्ण महसूल -

- अ - सर्वसाधारण कर  
ब - जकात  
बब - रंगभूमी कर  
क - अन्य प्राप्ती  
ड - शिक्षण कर संकलनाच्या प्रमाणशीर खर्चामुळे जमा.

२. संग्रहालये  
३. विनामूल्य वाचनालये आणि ग्रंथालये  
४. महानगरपालिका माध्यमिक शाळा  
५. घन कचरा व्यवस्थापन  
६. पर्जन्य जलवाहिन्या  
७. यांत्रिकी आणि विद्युत  
८. इमारती, भूमिसंपादन आणि व्यवस्थापन  
अ - जमीन विक्रीचे उत्पन्न

- ब - अन्य प्राप्ती  
क - विकास आकारापासून प्राप्ती  
९. अनिशमन दल  
अ - अनिशमन कर  
ब - अन्य प्राप्ती  
१०. अनुज्ञापन आणि सार्वजनिक रस्त्यावरील  
अतिक्रमणे हलविणे.

११. दुकाने आणि तत्सम संस्था  
अधिनियम, १९४८ चे प्रशासन.  
१२. उद्याने, करमणूक केंद्रे आणि खुल्या जागा  
बाजार  
१३. वाहतूक प्रचालन रस्ते आणि पूल  
१४. अंशदान  
१५.

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

एकूण बेरीज - भाग - एक (१ ते १६) पुढे नेले

२०२५९४९८४९.६६

२२४८३०४८३९.०६

४७१४३८७३९.५७

१७७६८६६१०७.४९

५३८४६५७०००

..

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

जमा	अर्थसंकल्पीय अंदाज २००३-०४ रुपये	मागील महिना ऑगस्ट-२००३ रुपये	चालू महिना सप्टेंबर-२००३ रुपये	एकूण सप्टेंबर-२००३ पर्यंत रुपये	मागील वर्षाचा संबंधित महिना सप्टेंबर-२००२ पर्यंत रुपये
<b>एकूण बेरीज - भाग - एक (१ ते १६) पुढे आणले</b>	<b>५३८४६५७०००</b>	<b>१७७६८६६१०७.४९</b>	<b>४७१४३८७३१.५७</b>	<b>२२४८३०४८३९.००</b>	<b>२०२५९४९८४९.१६</b>
१७. असाधारण जमा	..	..	..	..	..
१८. मुंबई विद्युत पुरवठा आणि परिवहन निधीमधून स्थानांतरण.	..	..	..	..	..
१९. शासनाकडून संकलनाप्रित्यर्थ सूट	११९८५०००	..	..	..	..
२०. करमणूक करातील हिस्सा	३३६२००००	१६८३९३९६.००	..	१६८३९३९६.००	..
२१. कृषिंतर कर आणि भूमी महसुलाचा हिस्सा	३४७२००००	१६८४१६६४.००	..	१६८४१६६४.००	..
<b>एकूण बेरीज - भाग - एक</b>	<b>५४६४९८२०००</b>	<b>१८१०५४७१६७.४९</b>	<b>४७१४३८७३१.५७</b>	<b>२२४९९८५८९९.०६</b>	<b>२०२५९४९८४९.१६</b>
<b>भाग - दोन</b>					
३१. सार्वजनिक आरोग्य विभाग	३३२३५०००	११४४७४५२.५०	१५५६९६९.८६	१३००४४२२.३६	१५४१४०७६.५५
३२. वैद्यकीय सहाय्य आणि शिक्षण	३९३६७०००	१४५६४७५६.९७	३२९५२५०.५४	१७८६०००७.५१	१६७०१७६९.०९
३३. बृहन्मुंबई परिसरातील वायू प्रदूषण नियंत्रणासाठी उपाययोजना.	११५५६०००	४८२४५१६.००	८८६३१८.००	५७१०८३४.००	४२२९५७३.००
<b>एकूण बेरीज - भाग - दोन</b>	<b>८४१५८०००</b>	<b>३०८३६७३५.४७</b>	<b>५७३८५३८.४०</b>	<b>३६५७५२६३.८७</b>	<b>३६३४५४१८.६४</b>
<b>एकूण बेरीज - अ - महसूल लेखा</b>	<b>५५४९१४००००</b>	<b>१८४१३८३८९२.९६</b>	<b>४७७१७७२६९.९७</b>	<b>२३१८५६१६२.९३</b>	<b>२०६२२९५२६७.८०</b>
<b>वृक्ष प्राधिकरण</b>	..	..	..	..	..
<b>जमा - ब - भांडवली लेखा</b>					
कर्ज निधी	..	..	१०९१५९११.४४	१०९१५९११.४४	..
विश्वस्त आणि अन्य निधी	..	..	..	..	..
<b>एकूण ब - भांडवली लेखा</b>	<b>..</b>	<b>..</b>	<b>१०९१५९११.४४</b>	<b>१०९१५९११.४४</b>	<b>..</b>
<b>जमा - क - अनिश्चित लेखा</b>					
कर्ज निवारण निधी महानगरपालिका	..	..	..	..	..
विशेष निधी लेखा आणि कर्ज विमोचन निधी	..	..	..	..	..



[illegible]

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

बृहन्मुंबई महानगरपालिकेच्या अर्थसंकल्प अ आणि ब विभागाचे माहे सप्टेंबर-२००३

जमा व खर्चाचे विवरणपत्र

खर्च	अर्थसंकल्पीय अंदाज २००३-२००४ रुपये	मंजूर केलेला बदल रुपये	अंतीम अनुदान सुधारित अनुदान रुपये	मागील महिना ऑगस्ट-२००३ रुपये	चालू महिना सप्टेंबर-२००३ रुपये	एकूण सप्टेंबर-२००३ पर्यंत रुपये	मागील वर्षाचा संबंधित महिना सप्टेंबर-२००२ पर्यंत रुपये
<b>खर्च-जमा - अ - महसूल लेखा भाग - एक</b>							
(एक) सर्वसाधारण पर्ववक्षण, महसूल संकलन इ.	२५५७०९०००	४२५२१५८.००	२५९९५३१५८.००	१२५५६९६१८.६७	२१७४२६४०.५७	१४७३२२५९.२४	१४५९५१८७४.३९
(दोन) संग्रहालये	..	..	..	..	..	..	..
(तीन) विनामूल्य वाचनालये आणि ग्रंथालये	..	..	..	..	..	..	..
(चार) महानगरपालिका माध्यमिक शाळा	..	..	..	..	..	..	..
(पाच) घन कचरा व्यवस्थापन	११८६१९४०००	३७९०००००.००	१२२४०९४०००.००	४९१७६२८०८.०३	३२३४६८०७.१०	५२४१०९६१५.१३	४७४८१४३१२.०३
(सहा) पर्जन्य जलवाहिन्या	४१२७३३००००	..	४१२७३३०००.००	१०९३६५४८४.८९	१५५६७६३५.५६	११६९३३१२०.३७	१०५१८१०४०.४७
(सात) यांत्रिकी आणि विद्युत	..	..	..	११९०१०६४२.५५	२२३३४७२७.४९	१४१३४५३६९.९६	१३५९३९१६७.७९
(आठ) इमारती, भूमिसंपादन आणि व्यवस्थापन	११७७४२०००००	..	११७७४२०००.००	२९९५७१०६.८५	४८९२४७५.४३	३४८४९५८२३.१७	३३४५६८२३.१७
(नऊ) अग्निशमन दल	१२९११५०००	..	१२९११५०००.००	४३२११७०९.८८	१३५३१९८४.२५	५६७४३६८६.१३	४८६१८८५३.१९
(दहा) अनुज्ञापन आणि सार्वजनिक रस्त्यावरील अतिक्रमणे हलविणे.	४०७७५०००	..	४०७७५०००.००	१४९२८५३६.३३	२६७०४४९.१५	१७५९८९८५.४८	१५८९०३२५.५८
(अकरा) दुकाने आणि तत्सम संस्था, अधिनियम, १९४८ चे प्रशासन.	१०६५७०००	..	१०६५७०००.००	४०९३१२१.६०	६८८२०९.६०	४७८१३३१.२०	५३४६१४०.०७
(बारा) उद्याने, करमणूक केंद्रे आणि खुल्या जागा	१६१७४७०००	..	१६१७४७०००.००	३०४११३१२.९७	५४९६४२०.००	३५९०७७३२.९७	३४९६४४१५.७५
(तेरा) बाजार	६६८६२०००	..	६६८६२०००.००	१८३१२८३७.६३	४२५०२८.२०	२२५६३११९.६३	२२२२२३९०.०८
(पंधरा) वाहतूक प्रचालन रस्ते आणि पूल	१२९८९८५०००	..	१२९८९८५०००.००	२३५८१६२९२.९२	५५६२६२१३.९७	२९१४४२५०६.८९	२६४४४८४०७.८४
(सोळा) खालील बाबींसाठी अंशदान- (ए) मुंबई महानगरपालिका अधिनियम, १२५(२)(डी) अन्वये अर्थसंकल्प व सुधार योजना.	११६०५००००	..	११६०५००००.००	..	..	..	..
(बी) मुंबई महानगरपालिका अधिनियम, १२६(सी)(सी) अन्वये अर्थसंकल्प ई सुधार योजना.	२९०१२५०००	..	२९०१२५०००.००	..	..	..	..
(सी) मुंबई महानगरपालिका अधिनियम, १२६(सी)(सी-१) अन्वये अर्थसंकल्प ई ला विशेष अंशदान.	..	..	..	..	..	..	..

[illegible]

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

खर्च	अर्थसंकल्पीय अंदाज २००३-२००४ रुपये	मंजूर केलेला बदल रुपये	अंतीम अनुदान सुधारित अनुदान रुपये	मागील महिना ऑगस्ट-२००३ रुपये	चालू महिना सप्टेंबर-२००३ रुपये	एकूण सप्टेंबर-२००३ पर्यंत	मागील वर्षाचा संबंधित महिना सप्टेंबर-२००२ पर्यंत रुपये
(सतरा) संकीर्ण	१०००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००
(अठरा) निवृत्ती वेतन आणि निवृत्ती वेतनाह इतर फायदे	१०००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००
(एकोणीस) महाराष्ट्र शासनाने स्थापन केलेल्या मुंबई इमारत दुरुस्ती आणि पुनर्रचना मंडळ्यास अंशदान.	१०००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००
(वीस) ग्रामीण सुख-सोयी	३९६६२०००	३९६६२०००.००	३९६६२०००.००	३९६६२०००.००	३९६६२०००.००	३९६६२०००.००	३९६६२०००.००
(एकवीस) प्रत्येक मतदारसंघामध्ये अनपेक्षित कामांसाठी खास तरतूद.	१८२००००००	१८२००००००.००	१८२००००००.००	१८२००००००.००	१८२००००००.००	१८२००००००.००	१८२००००००.००
(बावीस) सुधारित वेतनश्रेणीमुळे करावाच्या थकबाकीच्या अधिदानासाठी ठोक तरतूद.	१०००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००
(तेवीस) मुंबई नागरी विकास प्रकल्प - एक	१०००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००
(चोवीस) सानुग्रह अधिदानासाठी ठोक तरतूद	१०००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००
(पंचवीस) खात्यांमार्फत सामायिक सेवा	१०००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००
(सव्वीस) मागील दायित्वे भागविण्याकरिता ठोक तरतूद	१०००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००
(सत्तावीस) अदत्त मालमत्ता कर आणि जल आकार यांच्या आधीदानाकरिता ठोक	१०००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००
(अष्टावीस) सुधारित वेतनश्रेणीमुळे होणारा आवर्ती आस्थापना खर्च भागविण्यासाठी ठोक तरतूद.	१०००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००
महानगरपालिका कर्जावरील व्याज	१०००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००
<b>एकूण भाग - एक</b>	<b>४३२१८४५०००</b>	<b>४३२१८४५००.००</b>	<b>४३२१८४५००.००</b>	<b>४३२१८४५००.००</b>	<b>४३२१८४५००.००</b>	<b>४३२१८४५००.००</b>	<b>४३२१८४५००.००</b>
<b>भाग - दोन</b>							
(एकतीस) सार्वजनिक आरोग्य विभाग	२६६३८४०००	२६६३८४०००.००	२६६३८४०००.००	२६६३८४००.००	२६६३८४००.००	२६६३८४००.००	२६६३८४००.००
(बत्तीस) वैद्यकीय सहाय्य आणि शिक्षण	९९२५२६०००	९९२५२६०००.००	९९२५२६०००.००	९९२५२६००.००	९९२५२६००.००	९९२५२६००.००	९९२५२६००.००
(तेहत्तीस) बृहन्मुंबईच्या परिसरातील वायू प्रदूषण नियंत्रणासाठी उपाययोजना.	१०००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००
<b>एकूण - भाग दोन</b>	<b>१२५८९१००००</b>	<b>१२५८९१००००.००</b>	<b>१२५८९१००००.००</b>	<b>१२५८९१००.००</b>	<b>१२५८९१००.००</b>	<b>१२५८९१००.००</b>	<b>१२५८९१००.००</b>
<b>एकूण - अ - महसुली खर्च</b>	<b>५५८०७५५०००</b>	<b>५५८०७५५००.००</b>	<b>५५८०७५५००.००</b>	<b>५५८०७५५००.००</b>	<b>५५८०७५५००.००</b>	<b>५५८०७५५००.००</b>	<b>५५८०७५५००.००</b>
<b>वृक्ष प्राधिकरण</b>	१०००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००	१०००.००

**ब - भांडवली खर्च**

कर्ज कामे आणि विश्वस्त	१९६८५२८०००	१९६८५२८०००.००	१८६१४५८२९.००	२३७००७४९.००	२०९८४६५७८.००	२००६१४६७.८४
कर्ज कामे, आरोग्य अंदाज	७६३५००००	७६३५००००.००	५७०८५७.००	२८८४६९०.००	३४५५५४७.००	५२३८०२३.००

**एकूण - ब - भांडवली खर्च**

	२०४४८७८०००	२०४४८७८०००.००	१८६७१६६८६.००	२६५८५४३९.००	२१३३०२१२५.००	२०५२९९४९०.८४
--	------------	---------------	--------------	-------------	--------------	--------------

**क - अनिश्चित लेखा खर्च**

कर्ज निवारण निधी लेखा - महानगरपालिका	१९६८५२८०००	१९६८५२८०००.००	१८६१४५८२९.००	२३७००७४९.००	२०९८४६५७८.००	२००६१४६७.८४
विशेष निधी लेखा आणि कर्ज विमोचन निधी	७६३५००००	७६३५००००.००	५७०८५७.००	२८८४६९०.००	३४५५५४७.००	५२३८०२३.००
कर्ज निवारण निधी लेखा - सुधार योजना	१९६८५२८०००	१९६८५२८०००.००	१८६१४५८२९.००	२३७००७४९.००	२०९८४६५७८.००	२००६१४६७.८४
कर्ज निवारण निधी लेखा - सुधार योजना (शहरे)	७६३५००००	७६३५००००.००	५७०८५७.००	२८८४६९०.००	३४५५५४७.००	५२३८०२३.००
कर्ज निवारण निधी लेखा - सुधार योजना (उपनगरे)	१९६८५२८०००	१९६८५२८०००.००	१८६१४५८२९.००	२३७००७४९.००	२०९८४६५७८.००	२००६१४६७.८४
अन्य निधी लेखा - सुधार योजना	७६३५००००	७६३५००००.००	५७०८५७.००	२८८४६९०.००	३४५५५४७.००	५२३८०२३.००
गुंतवणुकी आणि ठेवी	१९६८५२८०००	१९६८५२८०००.००	१८६१४५८२९.००	२३७००७४९.००	२०९८४६५७८.००	२००६१४६७.८४
आगाऊ लेखा	७६३५००००	७६३५००००.००	५७०८५७.००	२८८४६९०.००	३४५५५४७.००	५२३८०२३.००

**एकूण - क - अनिश्चित लेखा**

	१९६८५२८०००	१९६८५२८०००.००	१८६१४५८२९.००	२३७००७४९.००	२०९८४६५७८.००	२००६१४६७.८४
--	------------	---------------	--------------	-------------	--------------	-------------

**ड - सुधार योजना लेखा खर्च**

अ - सर्वसाधारण लेखा	१९६८५२८०००	१९६८५२८०००.००	१८६१४५८२९.००	२३७००७४९.००	२०९८४६५७८.००	२००६१४६७.८४
---------------------	------------	---------------	--------------	-------------	--------------	-------------

**ब - भांडवली लेखा**

	७६३५००००	७६३५००००.००	५७०८५७.००	२८८४६९०.००	३४५५५४७.००	५२३८०२३.००
--	----------	-------------	-----------	------------	------------	------------

**एकूण - ड**

	१९६८५२८०००	१९६८५२८०००.००	१८६१४५८२९.००	२३७००७४९.००	२०९८४६५७८.००	२००६१४६७.८४
--	------------	---------------	--------------	-------------	--------------	-------------

**इ - सुधार योजना लेखा गलिच्छ वस्ती निर्मूलन (शहरे) खर्च**

अ - सर्वसाधारण लेखा	१९६८५२८०००	१९६८५२८०००.००	१८६१४५८२९.००	२३७००७४९.००	२०९८४६५७८.००	२००६१४६७.८४
ब - भांडवली लेखा	७६३५००००	७६३५००००.००	५७०८५७.००	२८८४६९०.००	३४५५५४७.००	५२३८०२३.००

**एकूण - इ**

	१९६८५२८०००	१९६८५२८०००.००	१८६१४५८२९.००	२३७००७४९.००	२०९८४६५७८.००	२००६१४६७.८४
--	------------	---------------	--------------	-------------	--------------	-------------

**फ - सुधार योजना लेखा गलिच्छ वस्ती निर्मूलन (उपनगरे) खर्च**

अ - सर्वसाधारण लेखा	१९६८५२८०००	१९६८५२८०००.००	१८६१४५८२९.००	२३७००७४९.००	२०९८४६५७८.००	२००६१४६७.८४
ब - भांडवली लेखा	७६३५००००	७६३५००००.००	५७०८५७.००	२८८४६९०.००	३४५५५४७.००	५२३८०२३.००

**एकूण - फ**

	१९६८५२८०००	१९६८५२८०००.००	१८६१४५८२९.००	२३७००७४९.००	२०९८४६५७८.००	२००६१४६७.८४
--	------------	---------------	--------------	-------------	--------------	-------------

**सुधार योजना लेखा गलिच्छ वस्ती सुधारणा**

सर्वसाधारण लेखा	१९६८५२८०००	१९६८५२८०००.००	१८६१४५८२९.००	२३७००७४९.००	२०९८४६५७८.००	२००६१४६७.८४
भांडवली लेखा	७६३५००००	७६३५००००.००	५७०८५७.००	२८८४६९०.००	३४५५५४७.००	५२३८०२३.००

**एकूण - गलिच्छ वस्ती सुधारणा**

	१९६८५२८०००	१९६८५२८०००.००	१८६१४५८२९.००	२३७००७४९.००	२०९८४६५७८.००	२००६१४६७.८४
--	------------	---------------	--------------	-------------	--------------	-------------

## बँकेचे समायोजन

बँकेच्या पासबुकानुसार शिल्लक (भारतीय स्टेट बँक)	रुपये	पैसे	जमा	खर्च
अधिक : धनादेश दि. ३०-९-२००३ रोजी बँकेत भरले. परंतु बँकेने खात्यावर जमा केले नाहीत. पोहोच दि. ०१-१०-२००३.	..	८९३५५४९५.५५	रुपये पैसे	रुपये पैसे
	..	३४३२०२७२.२९	९४३७८४२८८.९१ आरंभीची शिल्लक	..
			२३१८५६११६२.९३ अ-महसुली लेखा	१८७०५६४०४९.४८
			..	..
			वृक्ष प्राधिकरण	..
			१०९१५९११.४४ ब-भांडवली लेखा	२१३३०२१२५.००
			३२७५४४४९९०.६२ क-अनिश्चित लेखा	४४७१०००९३२.४९
			..	..
			ड-सुधार योजना लेखा	..
			..	..
			इ-सुधार योजना लेखा (शहरे)	..
			..	..
			फ-सुधार योजना लेखा (उपनगरे)	..
			..	..
			गलिच्छ वस्ती सुधारणा	..
			..	..
			अखेरेची शिल्लक	६१६०७५३.०७
			६५४८७०६३५३.९० एकूण	६५४८७०६३५३.९०

(सही) (सही) (सही)

प्रमुख लेखापाल (कोषागार) स्थायी समिती सदस्य महानगरपालिका चिटणीसकरिता

महानगरपालिका मुख्य लेखापरिक्षक

## बृहन्मुंबई महानगरपालिकेच्या अर्थसंकल्प अ आणि ब विभागाचे माहे सप्टेंबर सन २००३

## जमा व खर्चाचे विवरणपत्र

जमा	अर्थसंकल्पीय रुपये	मागील महिना रुपये	चालू महिना रुपये	एकूण रुपये	मागील वर्षाचा संबंधित महिना रुपये
<b>जमा - अ - महसूल लेखा भाग - एक</b>					
१. सर्वसाधारण कर, अप्रत्यक्ष कर आणि संकीर्ण महसूल -					
अ - सर्वसाधारण कर ..	५५,२०५,२०००	१५,४०१,४७२,५९	५,२६,४०९,८४,३९	२०,६६,५५,७०७,९०	१९,१२,५६,९९४,९०
ब - जकात ..	७६,००००	३८,५३८,३६,६०	८५,७७७,४०	४७,९१,६९,००	४०,७३,४६,६०
बब - रंगभूमी कर ..	१०,७६,२०००	५,२०,३६,१५,००	५,२०,३६,१५,००	५,२०,३६,१५,००	२४,८६,९९०,००
सी वसूल केलेले व्याज					
क - अन्य प्राप्ती डी संकीर्ण	९५,०००००	३५,०३२,२५,५०	१४,९०,९३९,६३	४९,९३,३६५,१३	३५,९०,७९८,९७
ड - शिक्षण कर संकलनाच्या प्रमाणशीर खर्चांमुळे जमा.	२५,४७,०००	५,०००,०००	५,०००,०००	५,०००,०००	५,०००,०००
२. संग्रहालये ..	५,०००,०००	५,०००,०००	५,०००,०००	५,०००,०००	५,०००,०००
३. विनामूल्य वाचनालये आणि ग्रंथालये ..	५,०००,०००	५,०००,०००	५,०००,०००	५,०००,०००	५,०००,०००
४. महानगरपालिका माध्यमिक शाळा ..	१,००,४६,७७३,४७	१,००,४६,७७३,४७	१,००,४६,७७३,४७	१,००,४६,७७३,४७	१,००,४६,७७३,४७
५. घन कचरा व्यवस्थापन ..	४५,००,०००	२९,७७,८५,९९	२९,७७,८५,९९	२९,७७,८५,९९	४९,००,६०६,००
६. पर्जन्य जलवाहिन्या ..	१,००,००,०००	१,००,००,०००	१,००,००,०००	१,००,००,०००	१,००,००,०००
७. यांत्रिकी आणि विद्युत ..	१,००,००,०००	१,००,००,०००	१,००,००,०००	१,००,००,०००	१,००,००,०००
८. इमारती, भूमिप्राप्ती आणि व्यवस्थापन ..	१,००,००,०००	१,००,००,०००	१,००,००,०००	१,००,००,०००	१,००,००,०००
अ - जमीन विक्रीचे उत्पन्न					
ब - अन्य प्राप्ती ..	२८,०३,८०,०००	१,५०,२६,१४,६८,००	३२,४०,३८,४७,००	१८,२६,६५,३९,५०	१८,२६,६५,३९,५०
क - विकास आकारापासून प्राप्ती ..	१,००,००,००,०००	४२,९०,७५,०२,००	६,९९,५३,०५,००	४९,८२,२८,०७,००	४९,८२,२८,०७,००
वजा विकास निर्धित स्थानांतरीत करावयाची रक्कम					
९. अग्निशमन दल ..	८,३९,२२,०००	२,३३,२३,२१०,६३	७,९८,९९,९२,४४	३१,३१,३२,०३,०७	२८,७६,६३,९७,८८
अ - अग्निशमन कर ..	१,७७,२०,०००	२,३६,७०,८२,००	९,९८,९६,६६,००	३३,६५,२४८,००	२९,६९,०४९,००
ब - अन्य प्राप्ती ..	९३५,२५,०००	१,९७,०४,७८,४५	७,४५,७३,३९,३०	२,७९,६२,०६,७५	१,९७,०४,७८,४५
१०. अनुज्ञापन आणि सार्वजनिक रस्त्यावरील अतिक्रमणे हलविणे.					
११. दुकाने आणि तत्सम संस्था, अधिनियम, १९४८ चे प्रशासन ..	८,७२,९०,०००	१,८७,८३,३६,००	४,२९,५०,५५,००	२,२९,९८,२९,००	२,२९,९८,२९,००
१२. उद्याने, करमणूक केंद्रे आणि खुल्या जागा ..	१,०४,६२,०००	४५,३९,७२,००	५,९५,९५,२०,००	५,९५,९५,२०,००	५,९५,९५,२०,००
१३. बाजार ..	३,३६,९९,०००	५,७४,८५,२५,३०	७,३३,३६,८८,००	६५,४९,८९,३०	९,०७,३६,४४,००
१४. देवनार पशुवधगृह ..	१,३२,५०,००,०००	४,४३,४२,२९,५५	७,९०,८८,८५,६०	५,२२,५३,८९,५५	४,९०,८८,८५,६०
१५. वाहतूक प्रचालन रस्ते आणि पूल ..	४,७९,७४,८०,०००	१,३२,०७,८९,८५,२४	३,२५,७३,५२,७७,९२	१,६४,६५,२५,९३,९६	१,६४,६५,२५,९३,९६
१६. अंशदान ..	७,७०,००,०००	१,६९,५०,४४,५०,००	१,५९,५४,९०,००	१,८५,४५,८५,५०,००	२,३२,६६,४३,८०,००
एकूण बेरीज - भाग - एक (१ ते १६) पुढे नेले ..	१,९०,४५,३९,०००	६,२०,७७,३९,०४,९२	१,५७,०२,९६,७३,६२	७,७७,२९,४७,७८,५४	७,२०,६७,९३,७९,४९

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

जमा	अर्थसंकल्पीय	मागील महिना	चालू महिना	एकूण	मागील वर्षाचा संबंधित महिना
	रुपये	रुपये	रुपये	रुपये	रुपये
<b>एकूण बेरीज - भाग - एक (१ ते १६) पुढे आणले</b>	<b>१९०४५३१०००</b>	<b>६२०२७३१०४.९२</b>	<b>१५७०२१६७३.६२</b>	<b>७७७२९४७७८.५४</b>	<b>७२०६७१३७१.४९</b>
१७. असाधारण जमा	..	..	..	..	..
१८. मुंबई विद्युत पुरवठा आणि परिवहन निधीमधून स्थानांतरण.	..	..	..	..	..
१९. शासनाकडून संकलनाप्रित्यर्थ सूट	४११९०००	..	..	..	९०३८८३
२०. करमणूक करातील हिस्सा	..	..	..	..	..
२१. कृषितर कर आणि भूमी महसुलाचा हिस्सा	..	..	..	..	..
<b>एकूण बेरीज - भाग - एक</b>	<b>१९०८६५००००</b>	<b>६२०२७३१०४.९२</b>	<b>१५७०२१६७३.६२</b>	<b>७७७२९४७७८.५४</b>	<b>७२१५७५२५४.४९</b>
<b>भाग - दोन</b>					
३१. सार्वजनिक आरोग्य विभाग	१२६६६०००	४४६११०८.०५	७६८०३२.७०	५२२९१४०.७५	५३६७७०१.२०
३२. वैद्यकीय सहाय्य आणि शिक्षण	३२४३००००	१०९३६४५४.९५	२९४६५७५.७५	१३८८३०३०.७०	१४७५२१०३.०६
३३. बृहन्मुंबई परिसरातील वायू प्रदूषण नियंत्रणासाठी उपाययोजना.	१४००००००	६२६४०४५.००	५१५३७५.००	६७७९४२०.००	४१२९४१७.५०
<b>एकूण बेरीज - भाग - दोन</b>	<b>५९०९६०००</b>	<b>२१६६१६०८.००</b>	<b>४२२९९८३.४५</b>	<b>२५८९१५९१.४५</b>	<b>२४२४९२२१.७६</b>
<b>एकूण - अ - महसूल लेखा</b>	<b>१९६७७४६०००</b>	<b>६४९९३४७९२.९२</b>	<b>१६१२५१६५७.०७</b>	<b>८०३१८६३६९.९९</b>	<b>७४५८२४४७६.२५</b>
<b>वृक्ष प्राधिकरण</b>					
<b>जमा - ब - भांडवली लेखा</b>					
कर्ज निधी / कर्ज प्राली	६१४००००००	..	..	..	..
यंत्रे आणि संयंत्रे करिता मंजूर केलेल्या आगाऊ रकमांची परतफेड	४३७७२०००	..	..	..	..
विश्वस्त आणि अन्य निधी / विकास निधी	६०००००००	..	..	..	..
<b>एकूण ब - भांडवली लेखा</b>	<b>७१७७७२०००</b>	<b>..</b>	<b>..</b>	<b>..</b>	<b>..</b>
<b>जमा - क - अनिश्चित लेखा</b>					
कर्ज निवारण निधी महानगरपालिका	०००	..	..	..	..



[illegible]

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

खर्च	अर्थसंकल्पीय अंदाज रुपये	मंजूर केलेला बंदल रुपये	अंतिम अनुदान सुधारित अनुदान रुपये	मागील महिना रुपये	मागील वर्षाचा संबंधित महिना रुपये	एकूण रुपये	मागील वर्षाचा संबंधित महिना रुपये
<b>अ - महसूल खर्च भाग - एक</b>							
(एक) सर्वसाधारण पर्यवेक्षण, महसूल संकलन इ.	१७८०५१०००	...	...	११६७५०४१.६०	२४९७४८३९.१५	११६६४९८०.७५	१०४५६१९९४.०३
(दोन) संग्रहालये	...	...	...	...	...	...	...
(तीन) विनामूल्य वाचनालये आणि ग्रंथालये	...	...	...	...	...	...	...
(चार) महानगरपालिका माध्यमिक शाळा	...	...	...	...	...	...	...
(पाच) घन कचरा व्यवस्थापन	१२८२८४००००	...	...	३४४१५२४१५.६९	५२३६२१६९.३५	३९६५१४५८५.०४	३५११३६३८८.३२
(सहा) पर्जन्य जलवाहिन्या	३३८५६७०००	...	...	९४२०६६८१.८५	११४५१९५१.९१	१०५६५८६३३.७६	८११२४६५६.६६
(सात) यांत्रिकी आणि विद्युत	२९४८९६०००	...	...	...	...	...	...
(-) वजा उपभोग करणाऱ्या खात्यांकडून वसूली	(-) २९४८९६०००	...	...	१३९८९६४८६.३७	५१४५०५६९.७९	८८४४५९१६.५८	१४३५४७१५४.८१
(आठ) इमारती, भूमिसंपादन आणि व्यवस्थापन	१०९०४५०००	...	...	१६३४३२९२.४६	२७९५४८१.७६	१९९३८७७४.२२	१७६०३११८.५५
(नऊ) अग्निशमन दल	८३२५४०००	...	...	२७९२८७९७.३४	४५७२३०६.८९	३२५०११०४.२३	३०२३५९४१.२७
(दहा) अनुज्ञापन आणि सार्वजनिक रस्त्यावरील अतिक्रमणे हलविणे.	३४३३८०००	...	...	८८८२६१.६०	६०८३०६७.६०	१४९७१३२९.२०	१०४९६८५७.८०
(अकरा) दुकाने आणि तत्सम संस्था, अधिनियम, १९४८ चे प्रशासन.	६५७५०००	...	...	३०५८८९९.४०	७९७५६४.३०	३८५६४६३.७०	३८७५२४४.६०
(बारा) उद्याने, करमणूक केंद्रे आणि खुल्या जागा	९५८६६०००	...	...	११८१३५४६.४७	२७०७४२७.२३	२२५२०९७३.७०	२२१३५४८३.९८
(तेरा) बाजार	३२३२५०००	...	...	७३१५८५८.२५	२८१३०८१.०३	१०१२८९३९.२८	७७३८२४१.८७
(चौदा) देवनार पशुवधगृह	२२६३४१०००	...	...	७१५३८३७२.६९	१०९९८९३४.३८	८२५३७३०७.०७	९००५८८२५.१७
(पंधरा) वाहतूक प्रचालन रस्ते आणि पूल	९०७३११०००	...	...	१४८४५८६१९.९७	४३४५४४७२.६२	१९९९९३०९२.५९	१५८३३७०३८.४५
(सोळा) खालील बाबींसाठी अंशदान-							
(ए) मुंबई महानगरपालिका अधिनियम, १२५(२)(डी) अन्वये अर्थसंकल्प व सुधार योजना.	३४३४८०००	...	...	...	...	...	...
(बी) मुंबई महानगरपालिका अधिनियम, १२६(सी)(सी) अन्वये अर्थसंकल्प ई सुधार योजना.	८५८७००००	...	...	...	...	...	...
(सी) मुंबई महानगरपालिका अधिनियम, १२६(सी)(सी-१) अन्वये अर्थसंकल्प ई ला विशेष अंशदान.	...	...	...	...	...	...	...

[illegible]

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, डिसेंबर ७-१३, २०१७/अग्रहायण १६-२२, शके १९३९

खर्च	अर्थसंकल्पीय अंदाज रुपये	मंजूर केलेला बदल रुपये	अंतिम अनुदान सुधारित अनुदान रुपये	मागील महिना रुपये	चालू महिना रुपये	एकूण रुपये	मागील वर्षाचा संबंधित महिना रुपये
(सतरा) संकीर्ण निवृत्ती वेतन आणि निवृत्ती वेतनाह इतर फायदे (अठरा) महाराष्ट्र शासनाने स्थापन केलेल्या मुंबई इमारत दुरुस्ती आणि पुनर्रचना मंडळास अंशदान.	१०००						
(वीस) ग्रामीण सुख-सौखी	२१७५७०००						
(एकवीस) प्रत्येक मतदारसंघामध्ये अनपेक्षित कामांसाठी खास तरतूद.	१३०००००००			७९७८८५.००	४०००००.००	११९७८८५.००	१४९५३.००
(बावीस) सुधारित वेतनश्रेणीमुळे करावयाच्या थकबाकीच्या अधिदानासाठी ठोक तरतूद.							
(तेवीस) मुंबई नागरी विकास प्रकल्प - एक							
(चोवीस) सानुग्रह अधिदानासाठी ठोक तरतूद							
(पंचवीस) खात्यांमार्फत सामाईक सेवा	५०००						
(- ) वजा उपभोग करणाऱ्या खात्यांकडून वसूली (-)	५०००						
(सव्वीस) मागील दायित्वे भागविण्याकरिता ठोक तरतूद							
(सत्तावीस) अदत्त मालमत्ता कर आणि जल आकार यांच्या अधिदानाकरिता ठोक तरतूद							
(अष्टावीस) सुधारित वेतनश्रेणीमुळे होणारा आवर्ती आस्थापना खर्च भागविण्यासाठी ठोक तरतूद.							
महानगरपालिका कर्जावरील व्याज							
<b>एकूण भाग - एक</b>	<b>३५७९६७००००</b>			<b>९७६४९७२३१.६९</b>	<b>११२३४१३४७.४३</b>	<b>१०८८३८५७९.१२</b>	<b>१०२२४८३२९.९१</b>
<b>भाग - दोन</b>							
(एकतीस) सार्वजनिक आरोग्य विभाग	१६५६८४०००			५०४५१३५२.९५	११९६८७९९.९८	६२४२०९५२.९३	५६७१४१०४.५६
(बत्तीस) वैद्यकीय सहाय्य आणि शिक्षण	७०८०९५०००			२३८५५७४९९.१२	५३३७९०९६.५७	२९९९२८५९५.६९	२७१२५८९०९.८७
(तेहतीस) बृहन्मुंबईच्या परिसरातील वायू प्रदूषण नियंत्रणासाठी उपाययोजना.							
<b>एकूण - भाग दोन</b>	<b>८७३७७९०००</b>			<b>२८१००८५२.०७</b>	<b>६५३३९८९६.५५</b>	<b>३५४३४८७४८.६२</b>	<b>३२७९७३०१४.४३</b>
<b>एकूण - अ-महसुली खर्च</b>	<b>४४५३४४९०००</b>			<b>१२६५५०६०८३.७६</b>	<b>१७७६८१२४३.९८</b>	<b>१४४३१८७३२७.७४</b>	<b>१३५०४५६२२४.३४</b>
<b>वृक्ष प्राधिकरण</b>							

**ब - भांडवली खर्च**

कर्ज कामे आणि विश्वस्त	१४२५२४१०००	१९३६०६१२४.००	२०९४९८८२.००	२१४५५६००६.००	१७९१३९३४२.००
कर्ज कामे, आरोग्य अंदाज	५६२९३०००	५३९२७७.००	१३८४९९५.००	१९२४२७२.००	५१४४६२५.७९

**एकूण - ब - भांडवली खर्च**

१४८१५३४०००	१९४१४५४०१.००	२२३३४८७७.००	२१६४८०२७८.००	१८४२८३९६७.७९
------------	--------------	-------------	--------------	--------------

**क - अनिश्चित लेखा खर्च**

कर्ज निवारण निधी लेखा - महानगरपालिका	१४२५२४१०००	१९३६०६१२४.००	२०९४९८८२.००	२१४५५६००६.००	१७९१३९३४२.००
विशेष निधी लेखा आणि कर्ज विमोचन निधी	५६२९३०००	५३९२७७.००	१३८४९९५.००	१९२४२७२.००	५१४४६२५.७९
कर्ज निवारण निधी लेखा - सुधार योजना	१४२५२४१०००	१९३६०६१२४.००	२०९४९८८२.००	२१४५५६००६.००	१७९१३९३४२.००
कर्ज निवारण निधी लेखा - सुधार योजना (शहरे)	५६२९३०००	५३९२७७.००	१३८४९९५.००	१९२४२७२.००	५१४४६२५.७९
कर्ज निवारण निधी लेखा - सुधार योजना (उपनगरे)	१४२५२४१०००	१९३६०६१२४.००	२०९४९८८२.००	२१४५५६००६.००	१७९१३९३४२.००
अन्य निधी लेखा - सुधार योजना	५६२९३०००	५३९२७७.००	१३८४९९५.००	१९२४२७२.००	५१४४६२५.७९
गुंतवणुकी आणि ठेवी	१४२५२४१०००	१९३६०६१२४.००	२०९४९८८२.००	२१४५५६००६.००	१७९१३९३४२.००
आगाऊ लेखा आणि अनिश्चित लेखा	५६२९३०००	५३९२७७.००	१३८४९९५.००	१९२४२७२.००	५१४४६२५.७९

**एकूण - क - अनिश्चित लेखा**

४२१६७३०००	१०५५३३८५४९.२८	१८०३२६४७०.८४	१२३५६६५०२०.१२	११९७३९१३६६.९४
-----------	---------------	--------------	---------------	---------------

**ड - सुधार योजना लेखा खर्च**

अ - सर्वसाधारण लेखा	१४२५२४१०००	१९३६०६१२४.००	२०९४९८८२.००	२१४५५६००६.००	१७९१३९३४२.००
---------------------	------------	--------------	-------------	--------------	--------------

**ब - भांडवली लेखा**

**एकूण - ड**

१४२५२४१०००	१९३६०६१२४.००	२०९४९८८२.००	२१४५५६००६.००	१७९१३९३४२.००
------------	--------------	-------------	--------------	--------------

**इ - सुधार योजना लेखा गलिच्छ वस्ती निर्मुलन (शहरे) खर्च**

अ - सर्वसाधारण लेखा	१४२५२४१०००	१९३६०६१२४.००	२०९४९८८२.००	२१४५५६००६.००	१७९१३९३४२.००
ब - भांडवली लेखा	५६२९३०००	५३९२७७.००	१३८४९९५.००	१९२४२७२.००	५१४४६२५.७९

**एकूण - इ**

१४२५२४१०००	१९३६०६१२४.००	२०९४९८८२.००	२१४५५६००६.००	१७९१३९३४२.००
------------	--------------	-------------	--------------	--------------

**फ - सुधार योजना लेखा गलिच्छ वस्ती निर्मुलन (उपनगरे) खर्च**

अ - सर्वसाधारण लेखा	१४२५२४१०००	१९३६०६१२४.००	२०९४९८८२.००	२१४५५६००६.००	१७९१३९३४२.००
ब - भांडवली लेखा	५६२९३०००	५३९२७७.००	१३८४९९५.००	१९२४२७२.००	५१४४६२५.७९

**एकूण - फ**

१४२५२४१०००	१९३६०६१२४.००	२०९४९८८२.००	२१४५५६००६.००	१७९१३९३४२.००
------------	--------------	-------------	--------------	--------------

**सुधार योजना लेखा गलिच्छ वस्ती सुधारणा**

सर्वसाधारण लेखा	१४२५२४१०००	१९३६०६१२४.००	२०९४९८८२.००	२१४५५६००६.००	१७९१३९३४२.००
भांडवली लेखा	५६२९३०००	५३९२७७.००	१३८४९९५.००	१९२४२७२.००	५१४४६२५.७९

**एकूण - ग. व सुधारणा**

१४२५२४१०००	१९३६०६१२४.००	२०९४९८८२.००	२१४५५६००६.००	१७९१३९३४२.००
------------	--------------	-------------	--------------	--------------

## बँकेचे समायोजन

बँकेच्या पासबुकानुसार शिल्लक (भारतीय स्टेट बँक) (पी. एन. बी.)	रुपये	पैसे
अधिक : धनादेश दि. ३०-९-२००३ रोजी बँकेत भरले परंतु बँकेने खात्यावर जमा केले नाहीत.	..	२६६८०४३३.७६
पोहोच दि. ३०-०९-२००३	..	१००००.००
(पी. एन. बी.)	..	१५९०७२४०.००
	..	४२५८७६७३.७६
	..	१००००.००
<b>एकूण</b>	<b>..</b>	<b>४२५९७६७३.७६</b>
वजा : धनादेश दिले. परंतु अधिदानासाठी सादर केले नाहीत.	..	१००००.००
रोजकिर्दनुसार शिल्लक (स्तंभ क्र. १०)	..	१२४८५९२५५.५४
शासनामधील बँक कार्यालयातील शिल्लक	..	८२२६१५८१.७८
आक्षेपांच्या बाबतीतील वचनपत्रे	..	..
रोख रक्कम रुपये	२०५६.४२	९२४१८००.००
कार्यालयातील रोख रकमेतील शिल्लक	१७४२३०९३.८०	१७४२५१५०.२२
रोजकिर्दनुसार शिल्लक (स्तंभ क्र. ८)	..	५५५९४६३१.५६
(सही)	(सही)	
प्रमुख लेखापाल (कोषागार).	महानगरपालिका मुख्य लेखापरिक्षक.	

## सारांश माहे सप्टेंबर सन २००३

जमा	रुपये	पैसे	खर्च
आरंभीची शिल्लक	१८६१५८६५.०१	..	..
अ-महसुली लेखा	८०३१८६३६९.९९	..	१४४३१८७३२७.७४
वृक्ष प्राधिकरण	..	..	..
ब-भांडवली लेखा	..	..	२१६४८०२७८.००
क-अनिश्चित लेखा	१८५०३९५०००९.३०	..	१२३५६६५०२०.१२
ड-सुधार योजना लेखा	..	..	..
इ-सुधार योजना लेखा (शहरे)	..	..	..
फ-सुधार योजना लेखा (उपनगरे)	..	..	..
गलिच्छ वस्ती सुधारणा	..	..	..
अखेरची शिल्लक	..	..	५५५९४६३१.५६
<b>एकूण</b>	<b>२८३९७३७९१४.३०</b>	<b>२८३९७३७९१४.३०</b>	

(१) .....

(२) .....

(सही) (सही)

बृदन्मुंबई महानगरपालिकेच्या स्थायी महानगरपालिका चिटणीसांकरिता.  
समिती सदस्य.